

1904-027 Chancery Causes: A. K. Debussk vs Iscaiah Pennington &c  
Lee Co.

Folder 10/2

Russell, Zion, Flanary, Kirk, Carter, Turner, Cooper, Coffman,  
Stewart, Stapleton, Howard, Miles

CA-Debt  
T-Property

-Deed



To the Hon. H. A. W. Sheen, Judge of the Circuit  
Court for Lee County, Virginia:

Humbly complaining your orator A. R.  
DeBusk, sheweth unto the Court, that pursuant  
to an order of your honor's court entered in the  
chancery cause of William Pennington vs  
Chas. E. Mallett et al. entered at the March term  
1897, E. W. Pennington who was appointed a  
special commissioner for the purpose in said decretal  
order, on the 19 day May 1897, at the front door  
of the court-house of said County, offered for sale at  
public outcry, the two certain tracts or parcels of  
land in the bill and proceedings mentioned in the  
chancery cause of said, and being the two tracts  
or parcels of land conveyed by the said William  
Pennington to Chas. E. Mallett by deed bearing date  
on the 10 day of October 1891, which said deed is of  
record in the clerk's office of the county court of  
said County in Deed Book No. 27, page 448. 5- 59, 51-  
52- 53, a copy of which said deed is herewith  
filed marked "A", and prayed to be read and treated  
as a part of this bill, at which said sale one C. D.  
Russell, and J. Pennington became the purchasers  
for the sum of \$3000<sup>00</sup>, dollars, their bid of \$3000<sup>00</sup> being  
the highest and last bid offered for the two said  
tracts of land. The said C. D. Russell and J.  
Pennington paid in hand to said commissioner  
the sum of \$109<sup>00</sup>, on the purchase price of said  
lands, that being the amount of the costs of said sale  
and commissions of sale; and executed their three  
several bonds, payable to said commissioner, each for



1 the sum of \$963.67, with R. L. Evans, A. H. Pennington,  
2 John S. Burgain Geo. W. Pennington, and your orator as  
3 sureties, and payable in one, two, and three years respectively.

4 To of the aforesaid bonds were paid at maturity,  
5 by the said C. D. Russell and J. Pennington; but  
6 the third was not so paid.

7 Your orator will now show your honor that when  
8 the third of the aforesaid bonds became due, the  
9 said E. W. Pennington, Special Commissioner as aforesaid  
10 instituted his action at law in the Circuit Court of  
11 the said County of Lee to recover judgment on the  
12 last-named bond for \$963.67. In the mean time  
13 however, before the institution of the action at law  
14 as aforesaid, the said J. Pennington one of the  
15 principals on said bond had moved out of the  
16 Commonwealth of Virginia, and John S. Burgain  
17 one of the sureties had died. For that reason  
18 the said E. W. Pennington, Special Commissioner  
19 as aforesaid, in his said action at law, on the bond  
20 last aforesaid, made only the said C. D. Russell,  
21 one of the principals on said bond, and A. H. Pennington,  
22 G. W. Pennington, R. L. Evans and your orator, parties  
23 to said action, and at the Nov. term 1900 of the circuit-  
24 court of said County, the said E. W. Pennington  
25 Special Commissioner as aforesaid, recovered judgment on  
26 said action, against the said C. D. Russell, A. H.  
27 Pennington, G. W. Pennington, R. L. Evans and  
28 your orator, for the sum of \$963.67, with interest  
29 thereon from the 17 day of May 1897, till paid, and  
30 \$11.14 costs, subject, however to the following named credits:  
31 Jan 3<sup>rd</sup> 1899. \$60.20, January 28<sup>th</sup> 1899. \$110.25, June 1<sup>st</sup> 1899,  
32 \$175.62, June 26. 1899, \$60.00, June 23 1899, \$55.01, July



27<sup>th</sup> 1899, \$60<sup>00</sup>, Sept. 30, 1899 \$110<sup>83</sup>, May 17, 1900,  
\$106<sup>50</sup>, June 27, 1900, \$100.50, and \$10<sup>56</sup>  
Costs.

a copy of which said judgment - is herewith filed as a part of this bill marked "B".

Your orator will now show your honor that - on  
the day of 1901, the said E. W.

Pennington, Special Commissioner, as aforesaid, sued out  
of the the clerk's office of the circuit-court of Lee County  
a fieri facias, on said judgment - against - the goods and  
chattels of C. D. Russell, N. H. Pennington, Geo W. Penning-  
ton R. L. Evans and your orator, and the sheriff of said  
County was about - to levy the same upon your orator's  
property, to satisfy the residue of said judgment - and  
interest - and cost - thereon. To prevent said levy and  
to protect his rights, thereunder, your orator, on the  
6 day of January 1902, paid to the said E. W.

Pennington Special Commissioner as aforesaid, in satisfaction  
of said judgment - ~~and~~ costs, \$160<sup>00</sup>, including  
sheriff's commission of \$7<sup>50</sup>, for which the said E. W.

Pennington <sup>Special Commissioner as aforesaid</sup> assigned to your orator without-recourse upon  
himself, all his rights he had as such Commissioner  
in the said judgment - and execution, and also whatever  
lien he may have had in law or equity, on the tract  
of land for which said judgment was obtained as  
a part of the purchase price of the same, which  
said assignment - is herewith filed marked "B," and  
prayed to be read and treated as a part of this bill.

Your orator is advised that; in as much as he  
was only a surety on said bond, that - he is entitled to be  
subrogated in law and equity, to all the rights of said  
Commissioner in said judgment - not only as a matter  
of right - and of law, but - also by virtue of said assignment -



1 and that your orator has a lien upon all of the  
2 real estate of the said C. D. Russell, on which  
3 the said judgment was a lien in favor of the said  
4 E. W. Pennington, special commissioner as aforesaid, by reason of  
5 having paid off said judgment; and taking said  
6 assignment; to the amount of \$160<sup>00</sup>, but he also  
7 has a first lien by virtue of said assignment  
8 on the two tracts of land herein before named and  
9 described, for the said amount paid by your orator  
10 to wit: \$160<sup>00</sup>, as the residue of the purchase price thereon  
11 in as much as, the said E. W. Pennington, commissioner  
12 as aforesaid or no one for the said court has executed  
13 to the said C. D. Russell and J. Pennington a deed  
14 of conveyance for said two tracts of land.

15 Your orator will further show your honor that  
16 the said C. D. Russell and J. Pennington have  
17 conveyed to each other their interests in said  
18 lands, the said C. D. Russell having conveyed  
19 by deed his entire interest in the 170 acre tract  
20 reserving ~~the~~ a lien thereon for the payment of  
21 the residue of the purchase money therefor  
22 until the same has been fully paid, in favor of  
23 commissioner, as aforesaid; and the said J. Pennington  
24 has also conveyed to the said C. D. Russell, his  
25 entire interest in the 824 acre tract reserving a  
26 similar lien thereon, to secure the residue of the  
27 purchase price, copies of which two last named  
28 deeds are filed herewith, marked "Deeds", and  
29 prayed to be read and treated as a part of this bill;  
30 <sup>after both of which said deeds are of record in the office of the county clerk of said County.</sup>  
31 Now your orator is advised that the liens reserved  
32 in the two last named deeds, are in reality trusts upon said land  
to secure the purchase price thereon, and to indemnify any



1 of the sureties of the said C.D. Russell and  
2 Pennington, who should be compelled for them to  
3 pay the residue of the purchase price of said land,  
4 and in so much as your orator has as one of said  
5 sureties paid the residue of said purchase price, he  
6 has become the beneficiary of said trusts to the  
7 extent of \$160<sup>00</sup>, the amount he has so paid; and  
8 is entitled to have said lands sold to <sup>satisfy</sup> said  
9 ~~trust~~ and lien.

10 Your orator will now show your honor that  
11 that the said J. Pennington, is not a resident  
12 of this state, nor has he been such, since the judgment  
13 aforesaid was obtained, and that the said J.  
14 Pennington has effects and real estate in this county,  
15 Your orator is further advised that he, by reason of this  
16 payment of the \$160<sup>00</sup> aforesaid, for the said J. Pennington  
17 and C.D. Russell, that he has a right of action  
18 against the said J. Pennington for the sum of  
19 \$160<sup>00</sup> aforesaid, with interest thereon from the  
20 1<sup>st</sup> day of January 1802, till paid, and to secure the  
21 payment of the same your orator, is entitled to have  
22 the estate of the said J. Pennington attached.

23 Your orator will further show that the said  
24 C.D. Russell is possessed and seized of other valuable  
25 real estate, situated in the Pocket-Country of said  
26 county, and known as the "William Pennington Home  
27 Place," and more fully described in a copy of a deed  
28 filed herewith from R.D. Pennington to  
29 to the said C.D. Russell, and made ("1<sup>st</sup>"), and prayed  
30 to be read and treated as a part of this bill,  
31 on which your orator is advised he has a lien, ~~you~~  
32 by reason of the judgment aforesaid. Your



We had no allies that-  
I have full and complete  
information & parties to Mr. Zim-  
merman's plan. I have also  
the names of all the persons  
connected with it. I have also  
the names of all the persons  
connected with it.

1. Brown, Thomas Cooper, John Robinson, Rutledge Stewart,  
 and Jim Shapley. D. D. Howard, L. B. Mills and  
 B. H. Peck

In consideration whereof your orator prays that the said C. D. Russell, J. Pennington, N. W. Pennington, G. W. Pennington, E. B. Pennington, Albert Pennington, John M. Carter, & H. Carter, G. W. Pennington and R. L. Evans, be made defendants to this bill and required to answer the same, but they need not do so on oath, that being waived. That proper process issue; that an order of publication be made against the said J. Pennington, who is a non-resident of this state, and an attachment in chancery issue against the estate of the said J. Pennington, for the amount of your orator's claim of \$160.00; that all proper orders and accounts be directed and taken; that the lien creditors of the said C. D. Russell be convened if necessary, before a commissioner in chancery of this court; that the lien debts of the said C. D. Russell be ascertained, and the amounts <sup>thereof and order of</sup> their priorities of lien be established if necessary; that if it appears that the rents and profits of the said lands of the said C. D. Russell will not in five years, pay the



1 judgments, which are liens upon the same, and the  
2 other liens thereon, that it or so much thereof as will  
3 suffice to satisfy the liens thereon, and the costs  
4 of suit and sale, be sold, and the proceeds thereof be  
5 applied to the payment of said costs and liens;  
6 that if such rents will so suffice, the said lands be  
7 rented out and the rents and profits thereof be  
8 applied to said liens until they are fully paid  
9 satisfied; That your orators claim of \$160<sup>00</sup>, as aforesaid  
10 be declared to be a first-lie, on the two said tracts of land  
11 described in the Mallett deed, aforesaid, to wit: the 170-acre  
12 tract, and 824-acre tract; that the real estate of the  
13 said J. Pennington be attached and held, to secure  
14 your orators said demand of \$160<sup>00</sup> as aforesaid; and that  
15 your orator recover judgment against the said  
16 J. Pennington in the sum of \$160<sup>00</sup> with interest  
17 thereon from the 6<sup>th</sup> day January 1902, till paid, and  
18 that the real estate so attached be sold, to pay said  
19 judgment and costs of this suit; and that your  
20 orator recover of the said A. N. Pennington, R. L. Evans  
21 and G. W. Pennington their pro rata part of the  
22 said \$160<sup>00</sup>, as co-writers of your orator. And that all  
23 such other, further and general relief may be given  
24 as in the premises is just and right. And your orator  
25 will ever pray, etc.

26 J. C. Noel p. q.

27 Virginia, Lee County to wit: I A. B. Munsey Clerk of the Circuit Court do hereby  
28 certify that: This day personally appeared before me J. C. Noel, attorney  
29 for the plaintiff A. T. DeBask in the above bill in chancery  
30 and made oath before me in my county aforesaid, that he verily  
31 believes that all the allegations in the foregoing bill are true, and that  
32 he verily believes that the plaintiffs demand is just; and  
that he ought to recover against the said J. Pennington at  
least \$160<sup>00</sup>, and that the same became due and payable on the 6 day  
Jan 1902, and that the said J. Pennington is not a resident of  
this state. Given under my hand this 3<sup>rd</sup> day of Feb. 1902  
A. B. Munsey Clerk



32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1  
Plffs Costs to March

Clerk 13.00  
Tax 1.50  
Shff 10.30  
atty 15.00  
Printer 5.00  
Comr 25.50  
Co Clerk 2.85  
wits 90

74.05

A. N. Debusk  
as Bill in Chancery

J. Pennington et als

1st Feb'y rules bill filed &  
Ord Pub & Contd.  
" 2nd Feb'y ~~continued~~ ord.  
O.P. completely and Cause  
set for hearing

A. N. Debusk  
as Bill in Chancery  
J. Pennington et als



Know all men by these pres-  
ents that the undersigned as  
counsel in the chancery cause  
of Wm. Dunnington vs. C. E. Mel-  
litt et al, <sup>a judgment</sup> had an execution  
against C. O. Russell, J. Dunning-  
ton and G. W. Dunnington, R. C.  
Evans, A. H. Dunnington and A. H.  
DeBuck survivor of themselves  
and J. S. Burgin dec'd. for the  
sum of \$963.66 with interest  
at the rate of six per cent per-  
annum from the 17th day of May  
1897 until paid and \$11.14 <sup>costs</sup>; which  
judgment has been reduced  
by various payments to One  
hundred and sixty <sup>dollars</sup> including  
\$7.50 <sup>costs</sup> for J. S. Ely D. S.,  
which sum has this day been  
paid me by A. H. DeBuck  
one of said parties: Now, in  
consideration of said premises,  
and said payment of \$160.00 the  
said Wm. Dunnington as such  
counsel, without any recourse  
on his part for any thing on any  
purpose, doth hereby as-  
sign and turn to said DeBuck



what ever rights he may have  
as such owner, in said judg-  
ment and execution, and also  
what ever line he may have  
in law or equity if any he  
has, on the tract of land for  
which said judgment was  
obtained, as a part of the pur-  
chase price of the same.

No representations or agreements  
have been made with respect  
to the foregoing judgment other  
than those contained herein.

This Jan. 6<sup>th</sup> 1902.

E. H. Pennington,  
Clerk.



Virginia

At a Circuit Court Continued and held  
for Lee County at the Court-house thereof. On  
Saturday November the 17<sup>th</sup> 1900.

E. W. Pennington Comr.

Plff

In Debt

vs  
C. D. Russell, J. Pennington, G. W. Pennington

R. L. Evans, A. N. Pennington, & A. K. Debusk

Survivors of themselves & J. S. Burgin Plffs

The defendants C. D. Russell, G. W. Pennington

R. L. Evans, A. K. Debusk & A. N. Pennington not

appearing after being duly summoned: It is Con-

sidered by the Court that the judgment obtained in

the Clerk's office in favor of the plaintiff against

the defendants for the sum of (\$963.66) Nine hundred

hundred sixty three dollars and sixty six cents, the

amount of the debt in the declaration mentioned

waiving homestead exemptions and legal interest

thereon from the 17<sup>th</sup> day of May 1897, till paid

and the Costs be made final. Subject to the follow-

ing Credits to-wit, January The 3<sup>rd</sup> 1899 \$60.<sup>(1)</sup>30, Jan-

uary The 28<sup>th</sup> 1899, \$110.<sup>(2)</sup>05, June 10<sup>th</sup> 1899, \$175.<sup>(3)</sup>52

June The 26<sup>th</sup> 1899, \$50.<sup>(4)</sup>00, June The 23<sup>rd</sup> 1899, \$58.<sup>(5)</sup>01

July 27<sup>th</sup> 1899 \$50.<sup>(6)</sup>00 September 30<sup>th</sup> 1899, \$110.<sup>(7)</sup>83

May 17<sup>th</sup> 1900 \$106.<sup>(8)</sup>50 June 27<sup>th</sup> 1900, \$100.<sup>(9)</sup>50

A Copy

Teste: A B Munsey Clerk

Plff Costs  
Clerk 4.31  
Tax 1.00  
Shff 2.50  
ally 2.50  
Co. Clk 2.50  
\$10.56



E. W. Pennington Comr  
vs } Copy of Judgment

E. D. Russell et al

Exhibit "J"



To the Hon. W. A. H. Skene,  
Judge of the Circuit Court for  
Fairfax County:

The joint answer of John  
W. Carter, James S. Cropper,  
Hampton Turner, ~~Robert B.~~  
Stapleton, E. S. Flannery and  
S. D. Howard to a bill of com-  
plaint filed in this Honorable  
court by A. K. Lusk against  
them and others; and for answer  
to said bill or to so much there-  
of as they are advised that it  
is material for them to answer,  
answering they say that they sup-  
pose it is true that in the late  
chancery cause of Wm. Punnington  
vs. C. E. Mallett & al at the  
March term 1897 of said hono-  
rable court E. H. Punnington was ap-  
pointed a special Commissioner to  
sell certain lands mentioned in  
said cause, and composed of  
two tracts of 170 and 824 acres  
respectively; that said Comm-  
issioner did on the 19th day of  
May, 1897 sell said lands to  
C. D. Russell and Isaiah Pun-  
nington at the price of \$3000<sup>00</sup>



that said Russell & Cunningham  
paid down on their purchase  
the sum of \$109<sup>00</sup>, and executed  
to said Cunningham as Comr. their  
three several notes or bonds for  
\$963.67 each, with interest from  
date and payable in one, two and  
three years time; that said Russell  
& Cunningham paid the two first  
of said notes, and a part or  
all of the third except \$160<sup>00</sup>  
as of January 6<sup>th</sup> 1902 which last  
sum or residue was paid to  
said E. H. Cunningham by said  
Complainant; that on said last  
note said Cunningham at the Nov.  
term 1900 procured a judgment  
in this court on the law side thereof,  
against the said R. S. Russell,  
R. L. Evans, A. H. Cunningham, and  
E. H. Cunningham and said Com-  
plainant; that said judgment  
was duly docketed and indexed in  
the Judgment line docket kept in  
the County Court Clerk's office  
for Lee County; that said E. H.  
Cunningham had a fi-fa issued  
on said judgment against said  
parties and placed in the hands of

said Compt. as their duties



a sheriff for execution and levy; that on Jan. 6<sup>th</sup> 1902 said DeBuck <sup>of</sup> one the sureties for said Russell and Prumington paid the same off which on that day after deducting all prior payments amounted to \$160<sup>00</sup>; that they suppose it to be a true proposition of said as said \$160<sup>00</sup> was the balance due on the purchase price of said land it was a <sup>virtual</sup> ~~first~~ lien upon the whole of said two tracts of 170 and 824 acres of land; that by virtue of said Judgment it also became a judgment lien upon any other lands to which said Geo. D. Russell was at the date of the said Judgment entitled or afterwards acquired; that on the payment of said \$160<sup>00</sup> to said E. H. Prumington by said DeBuck <sup>being a surety</sup> then he, in equity is subrogated to all the rights of said Prumington; and that said Judgment was and is now a lien upon all real estate to which said Russell owned or was entitled <sup>on the</sup> ~~or after~~ day of said Judgment or afterwards acquired.



Your respondents deny that  
said judgment of said DeBuck is  
the only one against said Russell  
or the only line against his lands;  
on the contrary they are advised  
and they do here allege there is  
a judgment against him, R. L.  
& John H. Evans in favor of our  
M. R. Kirk, one against him  
in favor of the Star Clothing &  
Shoe Company and perhaps others.

Your respondents say it is  
further true said Russell owned  
~~the~~ and J. Pennington mutually  
agreed upon a partition of the lands  
bought jointly in said case of <sup>Wm.</sup>  
Pennington vs. C. E. Mallitt et al  
the said Russell taking a conveyance  
from said Pennington for the 824  
acre tract and the said Pennington  
taking a conveyance from said Rus-  
sell to the 170 acre in consid-  
eration that said J. Pennington  
pay \$100<sup>00</sup> on the original purchase  
and that said J. Pennington  
afterwards conveyed said 170 acre  
tract to said A. N. Pennington and  
L. M. Zion; and that said Zion



afterwards conveyed his interest in said 170 acre tract to said A. H. Pennington who now owns the same.

Your respondents further say it is true that said Russell owned other lands in this county than ~~the~~ his purchase with J. Pennington of the 170 and 824 acres tracts; he owned up to the day of 1901 a tract of some acres, which adjoined said 170 acre tract, and which was conveyed to said

Russell by said R. L. Pennington Comr.

Your respondents will further say it is true that said Russell at various times has aliened in separate parcels to various persons said 824 acre tract and also to said A. H. Pennington said acre tract, conveyed to him by said R. L. Pennington Comr. and that now, your respondents aver, said Russell absolutely owns no real property or personally, but is insolvent.

Your respondents will now show the order in which said C. S. Russell has sold and aliened his lands: First, to your respondent John M. Carter a part of said 824



acre tract supposed to be about 75  
acres, by title bond and in pursu-  
ance to his purchase he took pos-  
session of the same, but said Rus-  
sell made him no deed until on  
the 26<sup>th</sup> day of Feb 1902; see D.B.  
38 p. 445; that afterwards to-wit  
on March 14<sup>th</sup> 1902, your re-  
spondent conveyed all of this tract  
except about one acre to your  
respondent J. S. Cooper; and the  
residue of the same your respondent  
Carter conveyed to E. S. Carter, which  
is now owned by Mary S. Carter.

Second: a part of said 824 acre tract  
to-wit: 336 acres on the day of  
August 1899 to George W. Pennington  
but this tract was sold in the  
chancery cause of C. D. Russell vs said  
G. W. Pennington to E. S. Flannery who  
now owns the same

~~Third~~: a part of said 824 acre  
tract to-wit:                      acres on the  
day of                      1900 to Albert Kirk;  
but said Kirk yet owes <sup>on</sup> same  
\$25<sup>00</sup> or \$30<sup>00</sup> on it; and said Dr.

Bush holds his note as collateral;  
but said Bush has sold the same to H. B. Miles + H. F. Kirk.  
Fourth: A part of said 824 acre  
tract to-wit: 155<sup>00</sup> acres on the



day of 190 to John C. Coffman and Woodward Stewart; but these parties owe the most of their purchase price, which about day of August 1901 was assigned by said Russell to E. M. Zion, A. M. Pennington and J. B. Kirk; and that not long since to wit on the day of October, 1902, your respondent ~~bought~~ S. D. Howard bought the same from said Coffman & Stewart and he yet owes some \$ on his purchase price which he was to pay to said Zion, Pennington & Kirk.

Fifth. The residue of said 824 acre tract which is supposed to be 92 acres <sup>and A. M. Leater</sup> to E. H. Leater, which was sold <sup>to</sup> said Leater about the 4<sup>th</sup> of Nov. 1901; and that said E. H. Leater, since to wit on the day of 1902 sold <sup>a part</sup> the same to your respondent John M. Leater; <sup>and a part to Green S. Stapleton</sup>

Sixth: Said 170 acre tract on the day of 1901 to said A. Pennington, who disposed of the same as heretofore set out; and Seventh: The acre tract conveyed to him by said R. L. Pen-



mington came, to said A. N. Punning-  
ton on the day of 1901; but  
they are advised that said Pun-  
nington owes him the most if  
not all of ~~said~~ the amount  
he was to give for said land last  
named;

The foregoing being the facts  
connected with this case your  
respondents are advised that  
enough of said Albert Kirks  
piece of land will be sold  
first to pay what he is yet  
owing on his purchase and  
same applied to said DeBusks  
debt; then said 170 acres next  
charged with \$100<sup>00</sup> the same  
applied on said DeBusks  
debt, and next said

acre tract conveyed by R. S.  
Punnington to said Russell or en-  
ough thereof to pay the resi-  
due of any judgments against  
Russell and so on in the in-  
verse order of the alienations  
made by said Russell of his  
lands until all judgments  
are paid, and to this end they  
pray and if necessary that



this answer be treated as a cross-  
bill.

Now having fully answered they  
pray to be hence dismissed with  
their reasonable costs in this be-  
half expended. And they will ever  
pray &c.

Dunnington 13<sup>th</sup> Dec 1700 P.S.



A. K. Debusk

vsy Answer

J. Primmington et al

Filed in open court -  
they leave there -

A B Munsey, Clerk



To the Hon. H. A. W. Shum, Judge  
of the Circuit Court for D. Co.

The Joint answer of G. B.  
Niles and B. F. Turk to a bill  
of Complaint filed against him  
and others in this Hon. Court by  
A. H. Dubush.

And for answer to said  
bill your respondent says  
that he neither admits or  
denies the several allegations  
of said plaintiffs but calls  
upon him for full and le-  
gitimate proof of the same.  
Your respondents are not  
as yet sufficiently ad-  
vised to answer said bill  
but if they come into the  
possession of such facts  
afterwards they will file  
if permitted to do so a  
further answer.

And they now pray to be  
hence dismissed with  
their costs

Thurston Bagg  
P. O.



A. K. Schubert

vs J. Answer

J. Pennington et al

Filed in open Court  
and by leave thereof  
Nov 14<sup>th</sup> 1902

A. B. Munsey Clerk



To the Honorable H. A. W. Skeen, Judge of the circuit court ~~for~~ Lee County, Virginia:

The separate demurrer and answer of A.N.Pennington to a bill of complaint exhibited against him and others in the said court by A.K.DeBusk:

Respondent says that the said bill is not sufficient in law to require answer, and he prays judgment of his said demurer:

And, not waiving said demurrer, should further answer ~~be~~ required of him, answering, he says that he has read and considered the answer heretofore filed in said cause by his vendor, Isaiah Pennington, and as he is informed, believes and charges, the allegations therein contained are true, and he therefore adopts the said answer of the said Isaiah Pennington as his answer to the said ~~ix~~ bill in so far as it is applicable.

Respondent says, however, that he has purchased from his co-defendant, L.M.Zion, the said Zion's interest in the said one hundred and seventy- acre tract of land mentioned and described in this suit, and is now the sole owner thereof, and the said Zion has made conveyance to your respondent of his interest therein, which conveyance is recorded in Lee County Deed Book No. \_\_\_\_\_, page \_\_\_\_\_.

Respondent is advised that under and pursuant to the agreement of partition between said Isaiah Pennington and C.D.Russell of the said lands, the said 824 acre tract of land held by said Russell under said partition should be first sold to pay the complainant's claim before any part of the 170 acre parcel now owned by respondent should be subjected, and he prays that this relief may be granted in this suit.

And now having fully answered, respondent prays to be hence dismissed with his costs &c.

L. I. Hyatt, p.d.



A. K. DeBevoise

v { In Chancery

J. Pennington et al.

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Answer of A. K. Pen-  
nington.

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Filed in open Court  
and by leave thereof  
Novr 13<sup>th</sup> 1902.

A. B. Munsey Clerk



To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

*and answer*  
The seperate demurrer of Isiah Pennington to a bill in Chancery exhibited against him and others in said court by A. K. DeBusk.

Respondent says that said bill is not sufficient in law to call upon him this answer ~~in~~ the said court, and he accordingly demurs thereto and prays judgment of his said ~~demurrer~~ *demurrer, and not waving said demurrer* relying and insisting thereon, should ~~no~~ other and further answer be required of him, answering he says:

That if the said DeBusk paid on said judgement the sum of \$160.00, he paid more than was due thereon at the time of said payment. At the time of said payment there was only due on said judgment, as respondent alleges, the sum of \$151.49.

Complainant alleges in his bill that \$7.50, of the \$160 was for sheriff's commission. Respondent alleges that the sheriff was not entitled to said sum as commissions. The money was not paid to a sheriff nor through him, but was paid directly to E. W. Pennington commissioner. The said sheriff would have been entitled, under the law, to only \$3.00 commissions.

Respondent further says that he has no further interest in said tract of land; that he and the said C. D. Russell, by mutual agreement, soon after purchase of said land partitioned the same between themselves. The said respondent taking as his ~~balance~~ *share* the 170 acre parcel, described in the deed from William Pennington to C. E. Mallett, and the said C. D. Russell taking as his part the 824 acre parcel, described in the deed from the said William Pennington to the said Mallett.

As a part of the said agreement of partition the said C. D.



Russell was to pay to the said E.W.Pennington, commissioner, the balance then remaining unpaid on the purchased price of said land. Respondent is advised, therefore, that the 824 acre parcel should be subjected to the payment of the said plaintiff's judgment before any balance should be <sup>paid by</sup> ~~had~~ of the 170 acre tract.

Respondent says, however, that before the institution of this suit he had sold and conveyed the said 170 acre tract of land to A. N. Pennington and L.M.Zion, which conveyance has, he is informed ~~has~~, been recorded in the County Court Clerk's office of Lee County..

Respondent is also informed that before the institution of this suit the said C. D. Russell sold and conveyed <sup>a part of</sup> ~~his part~~ of the said 824 acre tract of land to one <sup>G. W.</sup> ~~John~~ W. Pennington, retaining a <sup>lien</sup> thereon for purchased money; and afterwards <sup>in</sup> a Chancery cause pending in this court entitled C. D. Russell vs. <sup>G.</sup> W. Pennington, ~~this~~ parcel of land was sold to <sup>pay</sup> the balance of unpaid purchase money thereon, at which sale E.S.Flanery became the purchaser thereof; and that the said E. S. Flanery now owns the same.

Respondent is also informed, believes and charges that the said C.D.Russell afterwards sold and conveyed another ~~parcel~~ of said 824 acre tract of land to one Albert Kirk; that said Kirk has paid a large part of the purchase money agreed to be paid by him, but still owes a balance of about \$100.00 thereon; and that the said Albert Kirk still owns and possesses this parcel of land.

Respondent <sup>is</sup> further informed, believes and charges that the said C.D.Russell sold and conveyed another parcel of said 824 acre tract of land to one J. M. Carter, <sup>who has</sup> ~~so~~ sold and conveyed the same or parcel thereof to E. F. Carter, Hamp Turner, Tennesseea Cooper who



now claim~~ing~~ the same. And John ~~M.~~ Carter sold the another parcel purchased of C. D. Russell to the said Carter, Turner and Cooper, but ~~respondent~~ <sup>and</sup> is informed, ~~but he~~ believes that the said John M. Carter still owns a balance of the said tract purchazed from Russell.

Respondent is further informed, believes and charges that the said C. D. Russell has also sold and conveyed another parcel of said 824 acre tract of land to John Coffman and "Buddie" Stewart who have paid a small <sup>part</sup> ~~balance~~ of the purchase money agreed to be paid by them and still owe~~s~~ the residue therefor.

Respondent is further informed, believes and charges that the said C. D. Russell sold and conveyed another parcel of the said 824 acre tract of land, probably being all the residue thereof to one Zion Stapleton; and that the said Zion Stapleton however soon traded the same to the said E. F. Carter who~~s~~ now owns the same. All these sales by the said C. D. Russell, as your respondent is informed, believes and charges were made before the institution of this suit.

Respondent is advised therefore that the said A.N. Pennington, L. M. Zion, <sup>L. M.</sup> ~~John~~ W. Pennington, E. S. Flanery, Albert Kirk, John M. Carter, E. F. Carter, Hamp Turner, Tennessee Cooper, John ~~Coffman~~, "Buddie" Stewart and Zion Stapleton, should be made parties defendant to this suit before any further action is taken therein. And respondent is further advised that the balances due by any of the vendees of the said C. N. Russell to him on the purchase price of the land purchased from him should be first applied to the payment of plaintiff's judgment.



And now having answer as fully as he is advised that it is material for him to answer at this time, reserves the right to answer further when the proper parties are brought before the court if deemed necessary. Respondent prays to be dismissed, &c.

*L. T. Hyatt, J. D.*







To the Hon. H. A. W. Sken, Judge of the  
Circuit-Court for Lee County, Va.

The answer of E. D. Russell to a  
Crossbill exhibited against him by J. Oath  
Pennington, in the Chancery cause  
of A. K. DeBark against J. Pennington  
et al, in said Court;

Your respondent denies that it  
was a part of the agreement of the  
partition of the lands in controversy,  
between this respondent and the  
said J. Pennington, that this respondent  
was to pay to the said E. W. Pennington  
the balance remaining unpaid on the  
purchase price of said; he further denies  
that the 824 acre parcel should be  
subjected to the payment of the  
Complainant's judgment before any  
balance should be paid by the 170 acre  
tract; but on the contrary this respondent  
says that the 170 acre tract of land  
should be first subjected to the  
payment of said judgment; before  
any part of the 824 acre tract is  
sold and subjected.

Your respondent further denies  
that the unpaid purchase money due  
from the purchasers of the said 824  
acre tract of land should be first-



applied to the payment of said judgment.  
And now having fully answered  
all the allegations of said cross complaint  
that your respondent is advised that  
it is material he should uncover,  
prays hence to be dismissed with  
his proper costs, etc.

Pennings in Bracon  
J. L. MacL. for  
Respondent.

A. N. Dehner  
Answer of  
C. S. Russell  
by  
D. Pennington & Co.



A. K. DeBusk,

Plaintiff.

vs.

(In Chancery.

C. D. Russell, et al.

Defendant.

This cause came on this the 16<sup>th</sup> day of February, 1904, to be heard upon the papers formerly read herein, and was argued by counsel.

On consideration whereof and the said plaintiff, A. K. DeBusk, through their counsel, J. C. Noel, admitting that the plaintiff's claim has been paid in full to him by the said A. N. Pennington, and the Star Clothing and Shoe Company, by E. W. Pennington its attorney, also admitting that its judgment has likewise been paid in full to him by the said A. N. Pennington and it appearing, therefore, that there remains nothing further to be done in this cause, it is adjudged, ordered and decreed that the same be stricken from the docket.



*A. K. DeBuck*  
*vs*  
*C. D. Russell et al*  

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*Decree Final*  

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*Eu. C. B. No 7, p 403*  

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*Enter this decree*  
*Feb 16 1904*  
*J. L. DeBuck*

be heard upon the papers formerly read herein and was argued by

This cause came on this the 11 day of February, 1904, to

C. D. Russell, et al.

Defendants.

vs.

(In Chancery.)

A. K. DeBuck,

Plaintiff.



A. K. DeBusk, . . . . . Plaintiff.

vs. In Chancery-----Decree.

C.D.Russell, et al., . . . . . Defendants.

This cause came on this the 10<sup>th</sup> day of March, 1903, to be heard upon the papers formerly read in the cause, and the report of A.M. Goins, Special Commissioner, filed in the cause on the 6th day of February, 1903, and the depositions, statements, and exhibited returned with the said report, and was argued by counsel. On consideration whereof, and the said report having been filed the time required by law and no exceptions having been taken or filed thereto, it is adjudged, ordered and decreed that that the same be and it is hereby confirmed and approved.

And it being admitted at bar that G.B.Miles and wife, since the filing of the said report, have paid to the plaintiff <sup>AK DeBusk</sup> the sum of \$33.16 to be applied as a credit on his judgment reported herein, the said judgment is hereby credited with said sum of \$33.16 as of the 2nd day of March, 1903, and the said G.B.Miles and wife shall be entitled to a credit for the said sum as of the said date on the price which they agreed to pay to the said Albert Kirk for the land purchased from him.

And it being also admitted at bar that the defendant, A.N.Pennington, during this term of the court, has paid to the parties entitled the costs of this suit, and taken receipts therefor, it is further adjudged, ordered and decreed that the said A.N.Pennington is entitled to credit for the costs so paid on the purchase price agreed to be paid by him to C.D.Russell and wife for the C.D.Russell home place and now remaining unpaid, the said costs so paid, amounting to ~~\$\$\$000~~ \$74.05.

And it being admitted also at bar that since the filing of the said report of the said Goins, Commissioner, the judgment reported by him of M.R.Kirk against J.W.Evans, R.L.Evans and C.D.Russell, in which the said J. W. Evans was principal, has been paid in full <sup>J.W.</sup> to the said Kirk <sup>by</sup> the said Evans, and is therefore, no longer a lien against the lands sought to be subjected in this suit, it is further



ordered that the said lands be hereafter held free from the lien of the said judgment.

And it further appearing to the court from the said report of the said A.M.Goins, Commissioner, that the sum of \$100.00, with interest thereon from the 8th day of December, 1901, being a part of the plaintiff's claim, should be paid out of the 170 acre tract of land which was conveyed to the said I.Pennington by the said C.D. Russell and wife in the partition of the lands purchased by them from E.W.Pennington, Commissioner in cause of "Wm.Pennington vs. C.E.Mallett et als.;" and it further appearing from the said report that that A.N.Pennington has purchased the said 170 acres from the said I.Pennington, and that the next payment due by the said A.N.to the said I.Pennington will become due and payable on the 1st day of September, 1903, and will amount to more than the <sup>said</sup> sum payable to said plaintiff on his said claim, which should be bourne by the said 170 acres, it is further adjudged, ordered and decreed that on the said 1st day of September, 1903, the said A.N.Pennington pay to the said DeBusk the sum of one hundred dollars with interest thereon from the 8th day of December, 1901, until payment, and for such payment, when made, the said A.N.Pennington shall be entitled to and shall have a credit on the amount still remaining unpaid by him to said I.Pennington for the said land.

And it further appearing to the court from the said report that after applying as a credit thereon the \$33.16 paid by said G.B.Miles and wife, and the \$100.00, with its interest, last hereinbefore provided for, there remains a balance due to the said plaintiff on his claim of \$23.90, which, as shown by the said report, should be paid first by a sale of the C.D.Russell Home place now owned by A.N.Pennington, and that the only other lien against the same, so far as said C.D.Russell is concerned, is the judgment of the Star Clothing and Shoe Co., the balance of which is \$55.68, with interest from July 22, 1901, as shown by the said report of the said commissioner; and it also appearing to the court that the said A.N.Pennington still owes on the purchase price of the said Dussell Home place the sum of



\$200.00, with interest thereon from the 8th day of December, 1901, until payment, one half of which will become due and payable on the 8th day of December, 1904, and the other half on the 8th day of December, 1905, but the said A.N.Pennington being willing to pay the said A.K.DeBusk the said sum of \$23.90, with its interest, and to the said Star Clothing and Show Company the said sum of \$55.68, with its interest, on or before the first day of March, 1904, for which payments when so made, he shall be entitled to credit on the sum still unpaid by him on the purchase price of the said C.D.Russell Home place, as of the dates of payment.

And it is further adjudged, ordered and decreed that unless the said A.N.Pennington pay the said sum of \$100.00, with interest thereon from the 8th day of December, 1901, to the said A.K.DeBusk, or his attorney, on or before the said 1st day of September, 1903, then the said 170 acre tract of land shall be rented out to pay the same as hereinafter provided; and that unless the said A.N.Pennington pay to the said A.K.DeBusk, or his attorney, the said sum of \$23.90, with its interest, and to the Star Clothing & Shoe Co., or its attorney, the said sum of \$55.68, with interest, on or before the said 1st day of March, 1904, then the said tract, known as the C.D.Russell Home place, shall be rented out to pay the same as hereinafter provided. In the event it should become necessary to rent either one or both of the said tracts of land, then J.C.Noel is hereby appointed a Special Commissioner to rent the same. Said renting or rentings, shall be held at the front door of the court-house of said county of Lee, on a court day, for cash in hand, and for the shortest period of time less than five years in which the said tracts of land will respectively rent for a sum sufficient to pay the debts decreed against them respectively, after the same shall have been advertised for at least thirty days prior to day of renting by written or printed notices thereof posted at three or more public places in Lee County, one of which shall be the front door of the court-house, another in the town of Pennington Gap, and another in the neighborhood where



the said tracts of land lie, respectively. And before proceeding to execute this decree, the said Commissioner Noel, shall execute before the clerk of this court a bond in the penalty of three hundred dollars, conditioned according to law, with security approved by the said clerk. Said commissioner will report his action hereunder from time to time, as circumstances may require. And the cause is continued.



A. K. DeBuck

r. { Lu Chy.

C. D. Russell et al.

Decree Confirming  
Comrs. Report and  
for a return.

Cent. C. B. 7. P. 287.

Enter this decree  
Mch 10th 1903.

H. A. W. St. Louis



A.K. Debusk,

Plaintiff.

vs.            ( )       Decree No. I.----- In Chancery.

C.D. Russell et al.

Defendants.

-----o-----

On motion of the defendant, Isaiah Pennington, leave is granted him to file his separate answer to the plaintiff's bill, which is accordingly done; and on motion of the plaintiff, leave is granted him to file his exceptions, numbered one and two, to the said answer of the said Isaiah Pennington, which is accordingly done. And, thereupon, this cause coming on this the 9th day of July, 1902, to be heard upon the said bill, answer, and exceptions, was argued by counsel. On consideration whereof, it is adjudged, ordered and decreed that the said exceptions to the said answer of the said Isaiah Pennington be and the same are hereby overruled; and, it appearing from said answer of the said Isaiah Pennington that the real estate sought to be subjected to the payment of the plaintiff's said judgment, <sup>or parcels of it,</sup> or debt, is now owned by A.N. Pennington, L.M. Zion, Geo.W. Pennington, E.S. Flanary, Albert Kirk, John M. Carter, E.F. Carter, Hamp Turner, Tennessee Cooper, John Coffman, "Buddie" Stewart and Zion Stapleton, that the said plaintiff amend his bill so as to make all of said parties defendants to this suit, if so advised. And on motion of the plaintiff, by his counsel, he is allowed to so amend his said bill at bar as to make the said parties defendants thereto, and the cause is remanded to rules to be properly matured as to said new parties.



A. K. DeBuck  
vs { In Chy.  
C. D. Russell et al.

Decree remanding  
cause to rules &c.

Entered C.D.  
P. 10 f

Enter this decree  
July 9th 1902.  
It is so decreed.

A. K. DeBuck,

vs.

( )

In Chancery.

Plaintiff.



A. K. Sebush

vs.

As Chancery

J. Pennington et al

This cause came on again  
this day to be heard upon the bill  
of the complaint, and exhibits filed  
therewith, the separate answer  
of A. N. Pennington, the separate  
answer of Isaac Pennington,  
the separate answer of C. S. Rice,  
and the joint answer of  
John M. Carter, James F. Cooper  
Hampton S. Turner, Green S.  
Stapleton, E. S. Flannery and  
Mary E. Carter on A. M. Carter, and the joint and separate answers  
of S. D. Howard, and general  
application thereto and was  
argued by counsel. And it  
appearing to the court that P. M. Zia  
G. H. Pennington, John Coffman,  
Edward Stewart (called Buddie  
Stewart) Albert Fisk, R. L. Evans  
has been duly served with process  
as the law requires for more  
than 15 days before the 1st day  
of this term of the court and  
they failing to appear it is ad-  
judged ordered & decreed that  
said bill be and is hereby  
taken for confessed as to those.



On Consideration of all which  
and for reasons appearing to the  
Court it is adjudged, ordered  
and decreed that an account  
be taken in this cause and  
A. M. Gimes who is hereby  
appointed a Commissioner for  
that purpose will after ad-  
vertising the time, and place  
of his sitting by posting  
written or printed notices at  
the front door of the Court  
house and at the post-office  
in Poughkeepsie for 20 days;  
and he will also serve notice  
of the time and place of his  
sitting served upon the parties  
in this cause or their attorneys  
for ten days: Said Commis-  
sioner will ascertain and  
report to the Court together with  
the evidence on which he bases  
his conclusions if desired by  
the parties to this suit or  
any one of them the follow-  
ing:

(1) The judgment and spe-  
cific liens against the said



to C. S. Russell, their amounts, date, time and manner of docking and to whom due;

(2) What lands if any said C. S. Russell now owns; if any, what lands he owned ~~on~~ which such lives so found attached and if <sup>any</sup> sold and <sup>by said Russell</sup> aliened, when and to whom; and the order of such alienation;

(3) What sum if any is due owing and unpaid on any lands aliened by said Russell, and from whom due amounts thereof and when payable

(4) What sum if any was I Pummington to pay on the original purchase price <sup>or by any agreement</sup> between him and C. S. Russell of said lands, and whether such sum is a lien upon any lands, and who now owns said lands.

(5) He will report any other matter deemed pertinent by himself or <sup>especially</sup> required by any party in interest



A. R. DeBush  
vs Decece

J Pennington et al

Ex. Ct. Co. B. No 7. P. 204.

Render this

H. C. W. Stearn

Judge



January 5, 1903--

A.N.Pennington, a witness of lawful age being first duly sworn, deposes and says:-

Ques. 1. Are you the same A.N.Pennington who purchased from C. D.Russell the tract of land called in this suit his ~~home~~ place; and to whom he and his wife conveyed said land by deed dated Dec.8, 1901?

Ans. 1. I am.

Ques.2. How much did you agree to pay for said land, and when were the payments to be made?

Ans. 2. I was to pay \$400.00 besides the deed of trust that was then on the land, and the \$400.00 was to be paid in one, two, three and four <sup>years</sup> ~~hundred dollars~~ from the date of the deed, with interest from date of deed. I executed four notes for \$100.00 each to S.C.Russell, wife of C.D.Russell, as the purchase price of said land, and I have paid off and lifted the first two of said notes, but still owe the other two. As I understood the reason the notes were executed to S. C.Russell was the fact that she had signed deeds with her husband releasing her dower in the 824 acres Mallett land.

Ques. 3. You speak of a deed of trust in the foregoing answer. Is this the deed of trust executed by said Russell and wife for the purpose of indemnifying you, J.E.Kirk and L.M.Zion as sureties for said C.D.Russell on a debt to Mrs.Lavina Pennington?

Ans. 3. It is.

Ques. 4. When will the debt to Mrs. Lavina Pennington become due and payable?

Ans. 4. January 1, 1904. It did become due sooner, but I have made an arrangement with Mr.Pennington until the first of next Jan.

Ques. 5. Do you claim the right to apply the balance you owe on said Russell home place to the payment of the liens existing against the same at the date of your purchase?

Ans. 5. I do.

Ques. 6. Have you recently had a conversation with M.R.Kirk with reference to a judgment in his favor against J.W.Evans, C.D.Russell and R.L.Evans for the sum of \$92.14, with interest from June 22, 1899, till paid, and \$1.25 costs; if so, did he tell you who was the principal in said judgment?

Ans. 6. I did, and he said that J.W.Evans was the principal, and ~~he~~ ~~and C.D.Russell~~ and R.L.Evans were sureties.



Ques. 7. State if you know whether J.W.Evans owns any real estate?

Ans. 7. I can't state positively, but my information is he does.

Ques. 8. Please state, if you know, how much is yet due to C.D.

Russell, or his assignees, on the purchase price of the tract of land sold by him to Albert Kirk?

Ans.--This sale was for \$300.00, on time, and there were three deferred purchase money notes, as I understand. Two of the notes, as I understand, were assigned by C.D.Russell to E.W.Pennington, Commissioner, to be applied, when collected, on the purchase price agreed to be paid by Russell and I.Pennington for the 824 and 170 acre tracts of land, known as the Mallett land. I have been told that one of these notes was paid in full by Albert Kirk to E.W. Pennington, Commissioner, and that \$74.00 or thereabout of the second note was also paid to E.W.Pennington Commissioner, and that the sums so paid were applied by said Commissioner on the notes executed to him by said C.D.Russell and I.Pennington and their sureties. The balance of the said second note, which is still in Judge Pennington's hands, as I am informed, should be paid to Mr.A.K.DeBusk on the judgment which he is seeking to enforce in this suit. The said C.D. Russell assigned the third note for the purchase price of the said land to me, and I still own the same, and have directed my attorney to institute for its collection.

Ques.9. Please, state, if you know, how much is yet due to C.D.Russell, or his assignees, on the purchase price of the tract of land sold by him to Coffman and Stewart?

Ans.--The deferred purchase money notes for this land were assigned by said C.D.Russell to J.B.Kirk, L.M.Zion and myself. Some small credits appear on the first note, but nothing has been paid on either of the other notes. We have instituted a suit for the collection of the note which is now due, and I refer to said suit for the amounts and dates of the said notes and credits, as I do not now remember these facts exactly.

Ques.10 for same.--Does C.D.Russell now own any lands whatever?

Ans.--None that I know of, unless it is an oil right reserved in some of the deeds made to parts of 824 acres.  
~~And further this deponent saith not.~~

A. W. Pennington



Ques. 11. Are you the same A.N. Pennington who purchased from Isaah the 170 acre tract of land mentioned in this suit?

Ans. 11. I am.

Ques. 12. What were the terms on which you purchased said land and how much of the purchase money have you paid?

Ans. 12. I was to give \$700.00 for the land, and this was to be paid in four equal annual installments on the 1st day of Sept. of each year, beginning with 1902. Isaah Pennington owed some various debts to persons in this county, and I was to pay these debts first, and accordingly I have paid the following sums to the persons named, to-wit: To E.W. Pennington, costs in the suit of R.J. Woods & Son v. Isaah Pennington, \$30.11; to R.J. Wood & Sons, \$108.+; to Geo. L. Pennington, \$35.+; to T.J. Ely, \$18.+; to A.R. Munsey, clerk, about \$7.00; back taxes on said land about \$12.00. There is a small debt of about \$12.00 due W.T. Gilley yet to be paid and R.J. Wood & Son still have a debt of about \$108.00, with interest, due next Sept., and a like sum the next Sept. So far as I know the foregoing are all the debts of Isaah Pennington to be paid out of the purchase price of said land, unless the plaintiff's judgment, or some part of it, should be held to be a lien on said land. I will furnish the commissioner in a day or so the exact amounts and dates of the payments I have made on said land.

Ques. 13. In case any part of the plaintiff's debt should be adjudged to be a lien against said 170 acres of land in this suit, do you claim the right to pay the same out of the purchase money you agreed to pay Isaah Pennington for the said land?

Ans. 13. I do; and that is my contract with said Isaah Pennington.

And further this deponent saith not.

..... A. N. Pennington .....



January 10th.1903.

M.R.Kirk,a witness of lawful age being duly sworn deposes and says:

Ques.1. Are you the M.R.Kirk who is plaintiff in a judgement against Jno.W.Evans,C.D.Russell,and R.L.Evans for the sum of \$92.14 now of record in the Judgement Lien Docket of Lee County,Virginia?

Ans.1. I am.

Ques.2. State who is principal and who is security in said judgement?

Ans.2. J.W.Evans is the man who purchased the mules from me for which the note was executed upon which the foregoing judgement was rendered,but the note executed to me was a joint note of J.W.Evans, C.D.Russell,and R.L.Evans. Nothing is said in the note as to who is principal or who is security,but I suppose J.W.Evans was in fact the principal.

Ques.3. State if you know whether J.W.Evans is the owner of any real estate,or other property of any consequence,if so where is it situated and the amount thereof?

Ans.3. My information is that said J.W.Evans is the owner of about forty-two acres of land upon which he now lives,located in the pocket country Lee County,Virginia,conveyed to him by his father R.L.Evans. This boundary of land I estimate to be worth about seven or eight Hundred Dollars,but my information is there is a deed of trust against the same of about \$150.00 in favor of the Pennington Gap Bank.

And further this deponent sayeth not.

M. R. Kirk

*Witness claims*

*1 day & 10 miles*

*90cts. Or 50 by Sheriff.*



STATE OF VIRGINIA, County of Lee, to-wit:

I, A.M.Goins, special commissioner in the chancery cause of  
A.K.DeBusk vs. I.Pennington et al., do hereby certify that the forego-  
ing depositions of A.N.Pennington and M.R.Kirk were duly taken under  
oath after notice, and subscribed before me <sup>the first</sup> at my office in the town  
of Jonesville <sup>and the second at the law office of L.P.Hyatt in the town of Jonesville,</sup> and at the time stated at the beginning of each of said  
deposition.

Given under my hand, this Feb. 5th, 1903.

A. M. Goins,

Special Commissioner.



A. K. DeBusk  
25 } Depositions of  
A. N. Pennington  
and  
M. R. Kirk.

I. Pennington et al.

Taken Before A. M. Louis,  
Special Comm., Jan  
5-10, 1903.



A.K.DeBusk, , , , , , Plff., )  
vs. ) In Chy.  
I.Pennington et al., , Defts., )

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COMMISSIONER'S REPORT & "STATEMENT A".



COMMISSIONER'S REPORT.

A.K.DeBusk,	Plaintiff,	)	
vs.		)	In Chancery.
I.Pennington et al.,	Defendants,	)	

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To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia:

The undersigned special commissioner, appointed by decree entered in the above styled cause at the November term, 1902, after advertising the time and place of his sitting by posting notices at the front door of the court-house and at the post-office in Pennington Gap, for 20 days, and after having notice of the time and place of his sitting served upon the parties by acceptance of said notice by their attorneys, for 10 days, before the date of his sitting, according to the terms of said decree, and as will appear from a copy of the notice herewith returned marked "N", proceeded on the 15th day of December, 1902, at his office in the town of Jonesville, the time and place designated in said notice, to execute the requirements of said decree; and the proceedings having been thenceforward adjourned and continued from time to time, and being at length completed, the result is herewith respectfully submitted.

The commissioner is directed by the decree aforesaid to ascertain and report to the court upon the following matters:

I. The judgment and specific liens against the lands of C.D.Russell, the amount of each, the time, date and manner of docketing, and to whom due;

II. What lands, if any, the said C.D.Russell now owns; what lands he owned upon which said liens so found attached, and if any, and aliened by the said Russell, when and to whom, and the order of such alienation;

III. What sum, if any, is due, owing and unpaid on any lands aliened by the said Russell, from whom due, amount thereof and when payable;

IV. What sum, if any, was I.Pennington to pay on the original purchase price of said lands, or any subsequent agreement between him and C.D.Russell, and whether such sum is a lien upon any lands; and

V. Any other matter deemed pertinent by himself, or required by any party in interest.

The commissioner will report upon the foregoing matters in the order above set out.

First, The judgment and specific liens against the lands of C.D. Russell, the amount of each, the time, date and manner of docketing, and to whom due.



## 1st, THE JUDGMENT LIENS--

The commissioner files herewith, as part hereof, "Statement A", which is a list of all the judgment liens, as shown by the Judgment Lien Docket of Lee county, against C.D. Russell, the priority of each, the date of rendition and docketing, to whom the same is due, and the amount thereof with interest calculated thereon up to March 2, 1903, the first day of the March term of the Circuit court. This statement shows a total judgment lien indebtedness against the said Russell, as of March 2, 1903, of \$426.18, and the judgments set out in said statement are all the judgments that the commissioner has been enabled to ascertain, or hear of, against the said Russell, and each of said judgments is properly docketed and properly indexed in the Judgment Lien Docket of Lee county.

It will be seen by reference to "Statement A" that the judgments against said Russell were rendered and docketed, as follows:

(1), The judgment in favor of E.W. Pennington, Comr., rendered November term, 1900, and docketed Nov. 24, 1900;

(2), The judgment in favor of the Star Clothing & Shoe Co., rendered March 4th, 1901, and docketed March 18, 1901;

(3), The judgment in favor of M.R. Kirk, rendered March 5, 1901, and docketed May 7th, 1901; and

(4), The judgment in favor of P.T. & R.R. Early, rendered Nov. term, 1902, and docketed Dec. 1st, 1902.

The said C.D. Russell is not now the owner of any real estate in this State, so far as the commissioner is enabled to ascertain, having previously made conveyances to the same, and the dates of his conveyances, so far as relate to this case, will be seen from copies of said conveyances filed in the papers of this suit, and which are as follows:

(1), Deed to Geo.W. Pennington, dated Aug. 26, 1899, and recorded Sept. 3, 1900;

(2), Title bond to John M. Carter, dated Feb. 18, 1899, but not recorded; deed dated Feb. 26, 1902, and recorded March 15, 1902;

(3), Deed to Albert Kirk, dated Oct. 17, 1900, and recorded Jan. 21, 1901;

(4), Deed to John C. Coffman and Woodward Stewart, dated March 16, 1901, and recorded Sept. 24, 1902;

(5), Deed to E.F. & A.M. Carter, dated Nov. 4, 1901, and docketed



March 21, 1902;

(6), Deed to I. Pennington, dated Dec. 8, 1901, and recorded Dec. 10, 1901, (This is a deed of partition and for \$100.00); and

(7), Deed to A. N. Pennington, dated Dec. 8, 1901, and recorded Dec. 10, 1901.

It will be seen that the judgment of P. T. & R. R. Early was rendered at the Nov. term, 1902, and docketed Dec. 1, 1902, which was after the recordation of the deeds of the said Russell, conveying his real estate. This being so, the judgment of the said Earlys is not a lien upon any of the lands in this suit, and will be dropped without further notice by the commissioner.

The judgment in favor of E. W. Pennington, Comr., being docketed Nov. 24, 1900, is a judgment lien on each of the foregoing tracts, because docketed before the deeds were recorded, except the conveyance to Geo. W. Pennington, which was recorded Sept. 3, 1900.

The judgment in favor of the Star Clothing & Shoe Co., being docketed March 18, 1901, is a judgment lien upon the boundaries of lands contained in the foregoing conveyances, marked (2), (4), (5), (6) and (7), in the left hand margin.

The judgment in favor of M. R. Kirk, being docketed May 7, 1901, is a judgment lien upon the boundaries of lands contained in the foregoing conveyances, marked (2), (4), (6) and (7), in the left hand margin.

The alienation of the foregoing lands of the said Russell are in the order as above set out, and indicated by the figures in the left hand margin from (1) to (7), inclusive.

#### 2nd, THE SPECIFIC LIENS--

The judgment reported in "Statement A", in favor of E. W. Pennington, Comr., (and which is now the property of the plaintiff, A. K. DeBusk, ), of \$164.46, as of March 2, 1903, is also a specific lien on the whole of the lands purchased by the said C. D. Russell and I. Pennington from the said E. W. Pennington, Comr., the same being the balance of the unpaid purchase money on said lands bid off by them at a commissioner's sale.

<sup>1/2</sup> In the deed from C. D. Russell et al. to G. W. Pennington, above referred to, dated August 26, 1899, and recorded Sept. 3, 1900, a vendor's lien is retained to secure the unpaid purchase money, but



a suit has been brought and the land sold to satisfy this lien. So no specific lien now exists upon this conveyance by the said Russell et al. to the said G.W.Pennington, except the lien aforesaid to the said E.W.Pennington, Comr.

2<sup>nd</sup>, In the deed from C.D.Russell et al. to John M.Carter, dated Feb. 26, 1902, and recorded March 15, 1902, no vendor's lien is retained, and there is no specific lien upon this conveyance, except that of E.W.Pennington, Comr., first aforesaid.

3<sup>rd</sup>, In the deed from C.D.Russell et al. to Albert Kirk, dated Oct. 17, 1900, and recorded Jan. 21, 1901, there is retained a vendor's lien to secure the payment of the balance of the unpaid purchase money, evidenced by two notes of \$100.00 each, with interest thereon from the said 17th day of Oct., 1900. On the first of said two notes there has been paid, as follows: May 1, 1901, \$50.00, and Sept. 25, 1901, \$24.00, and the balance of this note, amounting to \$33.16, as of March 2, 1903, is the property of the plaintiff, A.K. DeBusk, assignee. The second of said notes, which is due in whole, amounting to \$114.25, as of March 2, 1903, is now the property of the Pennington Gap Bank, assignee.

The lien of the said E.W.Pennington, Comr., first above set out, is first in order of priority on this tract, the balance of the note now held by said DeBusk, of \$33.16, is second in order of priority, and the amount of the note held by the Pennington Gap Bank, of \$114.25, is third in order of priority. These are the only specific liens on this tract.

4<sup>th</sup>, In the deed from C.D.Russell et al. to John C. Coffman and Woodward Stewart, dated March 16, 1901, and recorded Sept. 24, 1902, there is retained a vendor's lien to secure the payment of the balance of the unpaid purchase money, evidenced by three notes of \$155.00 each, with interest thereon from the said 16th day of March, 1901, until paid, and payable on one, two and three years time from date of execution. On the first of these notes there is endorsed a credit of \$5.00, May 15, 1902, and the balance, amounting to \$514.72, as of March 2, 1903, is still due and unpaid, A.N.Pennington, J.B. Kirk and L.M.Zion, being the assignees of the same.

The lien of the said E.W.Pennington, Comr., first above set out, is first in order of priority on this tract, and the \$514.72 is the second lien in order of priority.



5~~7~~, In the deed from C.D.Russell et al. to E.F. & A.M.Carter, dated Nov. 4, 1901, and recorded March 21, 1902, there is no lien retained, consequently there is no specific lien on this tract, except the lien of E.W.Pennington, Comr., first above set out.

6~~7~~, The deed from C.D.Russell et al. to Isaiah Pennington, dated Dec. 8, 1901, and recorded Dec. 10, 1901, is a deed of partition, whereby the said C.D. conveys to the said Isaiah the boundary of land therein set out, and for \$100.00, which the said Isaiah agrees to pay to the said E.W.Pennington, Comr., on the lien first above set out. The lien to E.W.Pennington, Comr., is the first specific lien in order of priority on this tract, and the \$100.00 is the second specific lien in order of priority, and the second lien of 100\$ should be applied to the payment of the lien of the said Comr. Pennington. It is not clear to the mind of the commissioner when the parties by their agreement intended interest to begin to run on the \$100, whether from the date of the sale by Comr. Pennington, or from the date of the deed from the said Russell to the said Isaiah Pennington. The matter being in doubt the commissioner counts interest on said \$100 from the 8th day of December, 1901, the date of said deed, to the 2nd day of March, 1903, and ascertains that \$107.40 will be due as of that date, to be applied to the lien of the said Comr. Pennington.

7~~7~~, In the deed from C.D.Russell et al. to A.N.Pennington, dated the 8th day of December, 1901, and recorded the 10th day of Dec., 1901, there is retained a vendor's lien to secure the purchase price, evidenced by four notes of \$100.00 each, executed to S.C.Russell, wife of C.D.Russell, payable in one, two, three and four years from the date of said deed. The first two of these notes have been paid, leaving only the last two, which, as of March 2, 1903, will amount to \$214.80.

On the foregoing tract of land there is a deed of trust executed <sup>Aug. 19, 1901,</sup> by the said C.D.Russell and wife to E.W.Pennington, trustee, to secure J.B.Kirk, L.M.Zion and A.N.Pennington, as endorsers on a note to Mrs. Lavina M. Pennington, of \$195.10, with interest on same from Jan 1, 1902. This debt amount to \$208.69, as of March 2, 1903.

So then, the specific liens on this tract of land, and in order of priority, are: 1st, the balance due to Comr. Pennington, as above set out, of \$164.46; 2nd, the amount of the deed of trust of \$208.69;



and 3rd, the balance of the purchase money from A.N.Pennington of \$214.80; and the said A.N.Pennington claims the right to apply the balance he is due on his purchase to the \$164.46, and on the other liens against said lands.

3rd, JUDGMENT AND SPECIFIC LIENS--

So then, considering the judgment and specific liens together, it will be seen that each of the foregoing conveyances are subject to the following liens, and in the order of priority as stated:

1st, The conveyance to Geo.W.Pennington is subject to the specific <sup>lien</sup> of E.W.Pennington, Comr.

2nd, The conveyance to John M.Carter is subject to, (1), the specific lien of E.W.Pennington, Comr.; (2), the judgment lien of said E.W.Pennington, Comr.; (3), the judgment lien of the Star Clothing & Shoe Co.; and (4), the judgment lien of M.R.Kirk.

3rd, The conveyance to Albert Kirk is subject to, (1), the specific lien of E.W.Pennington, Comr.; (2), the judgment lien of said E.W.Pennington, Comr.; (3), the balance of the purchase money note assigned to A.K.DeBusk of \$33.16; and (4), the amount of the purchase money note assigned to the Pennington Gap Bank of \$114.25.

4th, The conveyance to John C.Coffman and Woodward Stewart is subject to, (1), the specific lien of E.W.Pennington, Comr.; (2), the judgment lien of said E.W.Pennington, Comr.; (3), the judgment <sup>lien</sup> of the Star Clothing & Shoe Co.; (4), the judgment lien of M.R.Kirk; and (5), the balance of the purchase money notes of \$514.72, due to J.B.Kirk, L.M.Zion and A.N.Pennington, assignees.

5th, The conveyance to E.F. & A.M.Carter is subject to, (1), the specific lien of E.W.Pennington, Comr.; (2), the judgment lien of said E.W.Pennington, Comr.; and (3), the judgment lien of the Star Clothing & Shoe Co.

6th, The conveyance to Isaiah Pennington is subject to, (1), the specific lien of E.W.Pennington, Comr.; and (2), the \$107.40, which last lien is to be applied to the payment of the first, according to the terms of agreement.

7th, The conveyance to A.N.Pennington is subject to, (1), the specific lien of E.W.Pennington, Comr.; <sup>(2)</sup> the judgment lien of said E.W.Pennington, Comr.; (3), the judgment lien of the Star Clothing & Shoe Co.; (4), the judgment lien of M.R.Kirk; (5), the deed of trust to E.W.Pennington, trustee for the benefit of Kirk, Zion and A.N.Pen-



nington; and (6), the balance of the purchase money of \$214.80, still due from the said A.N.Pennington.

The foregoing conveyances should be subjected in the inverse order of alienation, as above set out.

II. What lands, if any, the said C.D.Russell now owns; what lands he owned upon which said liens so found attached, and if any, and aliened by the said Russell, when and to whom, and the order of such alienation.

Each of these questions have been previously answered by the commissioner, and he does not deem it proper to here repeat.

III. What sum, if any, is due, owing and unpaid on any lands aliened by the said Russell, from whom due, amount thereof and when payable.

The commissioner here refers back to what has already been said in dealing with each conveyance separately.

IV. What sum, if any, was I.Pennington to pay on the original purchase price of the land, or any subsequent agreement between him and C.D.Russell, and whether such sum is a lien upon any lands.

The commissioner reports that the said I.Pennington and C.D. Russell were joint purchasers of the lands originally purchased by them from E.W.Pennington, Comr. Afterwards they partitioned said lands between themselves, the said I.Pennington agreeing to take the boundary set out and described in the deed from C.D.Russell and wife to him, dated Dec. 8th, 1901, and to pay \$100.00, on the balance of the unpaid purchase money to E.W.Pennington, Comr., and this \$100.00, with the interest thereon, the commissioner reports is a lien upon the land set out and described in the deed aforesaid.

V. Any other matter deemed pertinent by himself, or required by any party in interest.

As will be seen by reference to "Statement A", ~~that~~ the total judgment liens therein reported against C.D.Russell is \$426.18. Deducting from this total the judgment of P.T. & R.R.Early of \$86.85, which is not a lien upon any of the lands in controversy in this suit, and the balance of the judgment lien indebtedness to be paid is only \$339.33, and in this latter sum is still included the judgment of M.R.Kirk of \$113.81, against J.W.Evans, as principal, and C.D.Russell and R.L.Evans, as securities, the said J.W.Evans himself being solvent. If the said J.W.Evans, being solvent, was required to pay his own judgment, the residue of the judgment liens remaining against the lands in this case, as above reported, as of March 2, 1903, would be only \$225.52. Subjecting the foregoing alienations in the inverse order, it will be seen, that after the application of the \$107.40,



which A.N.Pennington agreed to pay <sup>for J. Pennington</sup> on the balance of the purchase money to E.W.Pennington, Comr., that the conveyance to A.N.Pennington by C.D.Russell and wife, Dec.8, 1901, will be the first to be sold. The said A.N.Pennington shows in his deposition that he owes, or will owe when his notes become due, \$200.00, with interest, on his purchase, a sum amply sufficient to pay off the judgment liens against his lands. The commissioner would therefore recommend, that, upon the payment of the cost of this suit by the said A.N.Pennington, the sale of his lands be postponed, if necessary at least until the maturity of the first of the purchase money notes against him becomes due, and this in order to reach a speedy settlement of the matters in controversy, and to save a probable sacrifice of the lands at public auction.

And now having fully reported upon all matters referred by the court, or specially required by any of the parties in interest, or by himself deemed pertinent, the commissioner here respectfully submits this his report, this February 6th, 1903.

A. M. Goins,

Special Commissioner.

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Fee for this Report, \$ 25-50

Fee charged to A. K. DeBusk.

I, A.M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 24 hours, in performing the services for which the fee above stated is charged, and do so certify, this 6th day of Feb., 1903.

A. M. Goins,

Special Commissioner.



JUDGMENT LIENS AGAINST C.D.RUSSELL.

(FIRST IN ORDER OF PRIORITY)

To judgment in favor of E.W.Pennington, Comr., vs C.D. Russell, G.W.Pennington, R.L.Evans, A.N.Pennington, and A.K.DeBusk--Judgment rendered at Nov.term, 1900, of the Circuit court of Lee county, and docketed Nov.24, 1900--Judgment for . . . . .		\$ 963.66
" Int. from 5/17/'97 to 1/3/'99, . . . . .		103.75
" Amt. due 1/3/'99, . . . . .		\$1067.41
" Int. on \$963.66 from 1/3/'99 to 1/28/'99, . . . . .		4.02
" Amt. due 1/28/'99, . . . . .		\$1061.43
By \$80.30 1/3/'99 + \$110.05 1/28/'99, . . . . .		170.35
To balance due 1/28/'99, . . . . .		\$ 891.08
" Int. from 1/28/'99 to 6/10/'99, . . . . .		19.60
" Amt. due 6/10/'99, . . . . .		\$ 910.68
By credit 6/10/'99, . . . . .		175.52
To balance due 6/10/'99, . . . . .		\$ 735.16
" Int. from 6/10/'99 to 6/23/'99, . . . . .		1.58
" Amt. due 6/23/'99, . . . . .		\$ 736.74
By credit 6/23/'99, . . . . .		55.01
To balance due 6/23/'99, . . . . .		\$ 681.73
" Int. from 6/23/'99 to 6/26/'99, . . . . .		.34
" Amt. due 6/26/'99, . . . . .		\$ 682.07
By credit 6/26/'99, . . . . .		50.00
To balance due 6/26/'99, . . . . .		\$ 632.07
" Int. from 6/26/'99 to 7/27/'99, . . . . .		3.31
" Amt. due 7/27/'99, . . . . .		\$ 635.38
By credit 7/27/'99, . . . . .		50.00
To balance due 7/27/'99, . . . . .		\$ 585.38
" Int. from 7/27/'99 to 9/30/'99, . . . . .		6.15
" Amt. due 9/30/'99, . . . . .		\$ 591.53
By credit 9/30/'99, . . . . .		110.83
To balance due 9/30/'99, . . . . .		\$ 480.70
" Int. from 9/30/'99 to 5/17/'00, . . . . .		18.19
" Amt. due 5/17/'00, . . . . .		\$ 498.89
By credit 5/17/'00, . . . . .		106.50
To balance due 5/17/'00, . . . . .		\$ 392.39
" Int. from 5/17/'00 to 6/27/'00, . . . . .		2.62
" Amt. due 6/27/'00, . . . . .		\$ 395.01
By credit 6/27/'00, . . . . .		100.50
To balance due 6/27/'00, . . . . .		\$ 294.51
" Int. from 6/27/'00 to 12/1/'00, . . . . .		7.56
" Amt. due 12/1/'00, . . . . .		\$ 302.07
By credit 12/1/'00, . . . . .		100.00
To balance due 12/1/'00, . . . . .		\$ 202.07
" Cost of suit at law, . . . . .		11.14
" Amt. of last principal and costs, . . . . .		\$ 213.21
" Int. on last principal from 12/1/'00 to 5/1/'01, . . . . .		5.05
" Amt. due 5/1/'01, . . . . .		\$ 218.26
By credit 5/1/'01, . . . . .		50.00
To balance due 5/1/'01, . . . . .		\$ 168.26
" Int. from 5/1/'01 to 9/25/'01, . . . . .		4.04
" Amt. due 9/25/'01, . . . . .		\$ 172.30
By credit 9/25/'01, . . . . .		24.00
To balance due 9/25/'01, . . . . .		\$ 148.30
" Int. from 9/25/'01 to 1/6/'02, . . . . .		2.50
" Fee of sheriff, (See §3503 of Code), . . . . .		3.00
" Amt. due at time of assignment, 1/6/'02, . . . . .		\$ 153.80
" Int. from 1/6/'02 to 3/2/'03, (See 2893-4), . . . . .		10.66
To amount due A.K.DeBusk, 3/2/'03, . . . . .		\$ 164.46 \$ 164.46

(SECOND IN ORDER OF PRIORITY)

To judgment in favor of the Star Clothing & Shoe Co. vs. C.D.Russell--Judgment rendered at March term, 1891, by the Circuit court, and docketed 3/18/'01, \$		66.70
" Int. from 11/16/'00 to 6/28/'01, . . . . .		2.47
" Cost at law, . . . . .		7.96
" Amt. due 6/28/'01, . . . . .		\$ 77.13
By credit 6/28/'01, . . . . .		10.00
To balance due 6/28/'01, . . . . .		\$ 67.13
" Int. on same from 6/28/'01 to 7/22/'01, . . . . .		.26
" Amt. due 7/22/'01, . . . . .		\$ 67.39



By credit 7/22/'01, . . . . .	\$	11.71	
To balance due 7/22/'01, . . . . .	\$	55.68	
" Int. on same from 7/22/'01 to 3/2/'03, . . . . .		5.38	
" Amt. due as of 3/2/'03, . . . . .	\$	61.06	\$ 61.06

## (THIRD IN ORDER OF PRIORITY)

To judgment in favor of M.R.Kirk vs. J.W.Evans, C.D.Russell and R.L.Evans--Judgment rendered by J. P., on March 5th, 1901, and docketed May 7th, 1901, for . . . . .				\$	92.14	
" Int. from 6/22/'99 to 3/2/'03, . . . . .		20.42				
" Costs on judgment, . . . . .		1.25				
" Amt. due as of 3/2/'03, . . . . .	\$	113.81	\$ 113.81			

## (FOURTH IN ORDER OF PRIORITY)

To judgment in favor of P.T. & R.R.Early vs. C.D.Russell and J.W.Evans--Judgment rendered at the Nov. term, 1902, of the Circuit court, and docketed Dec, 1, 1902, for . . . . .				\$	75.00	
" Int. from 11/12/'02 to 3/2/'03, . . . . .		1.38				
" Costs on judgment, . . . . .		10.47				
To amount due as of 3/2/'03, . . . . .	\$	86.85	\$ 86.85			
TO TOTAL JUDGMENT LIEN INDEBTEDNESS, as of 3/2/'03,			\$	426.18		



A. K. DeBusk

vs. { Comr's Report  
"Statement A."

J. Pennington et al.

Filed Feb. 6<sup>th</sup>, 1903.

A. B. Munsey Clerk

Comr's Fee, \$25.50.



1. Copy-  
C. D. Russell et al.  
to  
Geo. W. Pennington } Deed dated Aug. 26, 1899.  
D.B. 36, p 411.  
Vendor's Lien See Smith C.R.R. vs S.H. P.

2. Deed  
C. D. Russell et al. #  
to  
John M. Carter } Title Bond dated Feb 18, 1899  
Deed dated Feb. 26, 1902.  
D.B. 38, p 445.  
No Lien

3. Deed  
C. D. Russell et al. #  
to  
Albert Kirk } Deed dated Oct 17, 1900  
D.B. 37, p 117.

4. Copy  
C. D. Russell et al. #  
to  
John C. Coffman & Woodward Stewart } Deed dated Mar 16, 1901  
D.B. 39, p 280  
Get copy from Clerk  
See Smith & W. Pennington et al.  
vs C + S. #

5. Deed  
C. D. Russell et al.  
to  
E. F. + A. M. Carter } Deed dated Nov. 4, 1901.  
D.B. 38, p 476.  
(No ~~Deed~~ Lien)

6. Copy  
C. D. Russell  
to  
J. Pennington } Deed dated Dec. 8, 1901.  
D.B. 38, p 166-7  
\$100 of DeBuck judgment is a lien of  
J. Pennington's interest. #

7. Copy  
C. D. Russell  
to  
A. W. Pennington } Deed dated Dec. 8, 1901.  
D.B. 38, p 168-9  
See Def. of A. W. Pennington & Deeds.



Memo.  
of  
Dates of Conveyances  
#



Date of Judgment.	By what Court Rendered.	Date of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Cost.	Amount and Date of Credits.
November Term, 1902	Circuit Court Lee County	December 1st, 1902	P. F. Early + R. R. Early, Pffs vs { In Debt. G. D. Russell + J. W. Evans	Judgment, that the plaintiffs recover of the Defendants \$75.00, with interest from the 12th day of November 1902, until paid, and \$10.00 for costs. <div style="text-align: right;">           Clerk 5.22            Tax 1.00            Shff. 1.00            Atty 2.50            Wit. 5.00            C. C. 2.50         </div>	



Russell C.D. ads P.T. Early 43  
Same " R.R. Early 43

(J.L.D # 4)



Date of Judgment	By What Court Rendered	Date of Docketing	Name and Description of Parties.	Debt, Damages, Interest and Cost.	Amount and Dates of Credits.
Mar 5 <sup>th</sup> 1901	J. F. Skaggs J. P.	May 7 <sup>th</sup> 1901	M. R. Kirk vs. } In Debt J. W. Evans, C. D. Russell and R. L. Evans	Judgment for \$92.14 with interest from June 22 <sup>nd</sup> 1899, till paid, + \$100 costs + clk 25 <sup>c</sup>	



Russell, C.D. et al . M.R. Kirk 10.

(J.L.D #4)



Date of Judgment	By what Court Rendered	Date of Docketing	Name and Description of Parties.	Debt, Damages, Interest and Cost.	Amount and dates of Credits.
March Term 1901 (March term 1901 began on Mar. 4.)	Circuit Court Lee County	March 18 <sup>th</sup> 1901	James M. Allen and A. M. Miller, partners in trade under the style & firm name of Blair Clothing & Shoe Com- pany - - - - - Plff. vs [ Debt.  C. D. Russell, - - - Deft.	Judgment for \$66.70 with interest thereon from the 16 <sup>th</sup> day of November, 1900, till paid, and \$7.96 costs.	



Russell, C.D. "Star Clothing & Shoe Co. 3.

(J. L. D # 4.)

Gr \$10<sup>00</sup> June 28, 1901. See Recept.

Gr 11<sup>71</sup> July 22, 1901 " "



Date of Judgment	By What Court Rendered.	Date of Docketing	Names and Description of Parties	Debt, Damages, Interests and Costs.	Amount and Date of Credits.
Novr. Term 1900	Circuit Court Lee County	Novr. 24th 1900	E. W. Pennington, Comr. <sup>Off.</sup> vs. { In Debt. C. D. Russell, G. W. Pennington, R. L. Evans, A. N. Pennington, & A. K. DeBusek, Defs.	Judgment for <del>\$463.66</del> with interest thereon from the <del>25th</del> <sup>17th</sup> day of <del>January</del> <sup>May</sup> , 1897 until payment, and \$10.56 cost.	\$60.30 January 3, 1899 110.05 " 28, 1899 100.50 June 27th, 1900 175.52 June 10th 1899 50.00 June 26th 1899 55.01 June 23 <sup>rd</sup> 1899 50.00 July 27th 1899 110.83 Sept 30th 1899 106.50 May 17th 1900.
(1 <sup>st</sup> Lien on original purchase - but in order of priority as to sales)					



Russell C. D. " E W Pennington, Comr<sup>23</sup>

(J. L. D. #3)



Date of Judgment	By what Court Rendered	Date of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Cost.	Amount and Date of Credits.
June 3. 1900 13 <sup>th</sup>	Circuit Court of Lee County	June 19 1900	John Ely Plff vs C. D. Russell and R. L. Evans Defts.	Judgment for \$90.00, with interest thereon from 6 <sup>th</sup> day of November, 1896, until judgment, and \$8.56 Costs	1900, June 6 <sup>th</sup> \$95.00.  # 1900 Aug. 22, \$22.91. #
			<u>Paid</u>	as per receipts &c	



Russell C.D. et al " John Ely 212

(J.L.D #3)

br. Aug 22, 1900, \$22.91

Paid



Date of Judgment	By what Court Rendered	Date of docketing.	Names and Description of Parties.	Debt, Damages, Interest and Cost.	Amount and Date of Credits.
1897 Nov 7 <sup>th</sup> Term	Lee Co Circuit Court	1897 Nov. 22 <sup>nd</sup>	Orr + Blankenship, Plffs. vs { Debt J.D. Pennington, J.L. Pennington + C.D. Russell, Defs	Judgment for \$175.00 with interest from the 17 <sup>th</sup> day of Sept 1897, until paid + costs C 4.44 J 1.00 \$ 1.50 to C. 25-	

Paid according of statement of J. W. Orr



Russell & Co. et al " Orr & Blankenship 171

(J. L. D. # 3)

This judgment has been  
paid - See Execution; also  
suit of Orr & Blankenship  
vs &c



Date of Judgment.	By what Court Rendered.	Date of Bookkeeping	Names and Description of Parties	Debt, Damages, Interest and Cost.	Amount and Date of Credits.
1897 June 3 <sup>rd</sup>	Lee Co Circuit Court	1897 June 26 <sup>th</sup>	James W. Orr & George W. Blankenship, partners doing business under the firm name of Orr & Blankenship Plffs. } vs. } Debt J.D. Pennington, J.L. Pennington, George W. Hughes, Wm Pennington & C.D. Russell, Defts.	Judgment for \$175.00 with interest from 7 <sup>th</sup> day of September 1896, until paid & costs C 4.11 <sup>or</sup> 1.00 b. 2.50 to C 25.	

Paid

According to statement of Jas. W. Orr



Russell C. D. et al. vs Orr & Blankenship 164

(J. L. D. # 3)

This judgment has  
been paid -

See Execution, also  
Chy suit Orr & Blankenship  
vs. C. D. Russell et al., or  
some other ~~party~~ <sup>party</sup>.

Abstract  
of  
Judgments.



(1st in Priority)

Calculation on Judgment  
of  
E. W. Pennington County  
vs.  
C. D. Russell et al.  
#

Principal of Debt,	\$ 963 66
Int. from 5/17/97 to 1/3/99,	103 75
Amt. due 1/3/99,	\$ 1067 41
Int. on \$963.66 from 1/3/99 to 1/28/99,	4 02
Amt due 1/28/99,	\$ 1061 43
By credits \$60.30 1/3/99 + \$110.05 1/28/99,	170 35
Bal. due 1/28/99,	\$ 891 08
Int. from 1/28/99 to 6/10/99,	19 60
Amt due 6/10/99,	\$ 910 68
By credit 6/10/99,	175 52
Bal. due 6/10/99,	\$ 735 16
Int. from 6/10/99 to 6/23/99,	1 58
Amt due 6/23/99,	\$ 736 74
By credit 6/23/99,	55 01
Bal. due 6/23/99,	\$ 681 73
Int. from 6/23/99 to 6/26/99,	34
Amt. due 6/26/99,	\$ 682 07
By credit 6/26/99,	50 00
Bal due 6/26/99,	\$ 632 07
Int from 6/26/99 to 7/27/99	3 31
Amt. due 7/27/99,	\$ 635 38
By credit 7/27/99,	50 00
Bal. due 7/27/99,	\$ 585 38
Int. from 7/27/99 to 9/30/99	6 15
Amt. due 9/30/99,	\$ 591 53
By credit 9/30/99,	110 83
Bal. due 9/30/99,	\$ 480 70
Int. from 9/30/99 to 5/17/00,	18 19
Amt. due 5/17/00,	\$ 498 89
By credit 5/17/00,	106 50
Bal. due 5/17/00,	\$ 392 39
Int from 5/17/00 to 6/27/00,	2 62
Amt. due 6/27/00,	\$ 395 01
By credit 6/27/00,	100 50
Bal. due 6/27/00,	\$ 294 51
Int from 6/27/00 to 12/1/00,	7 56
Amt. due 12/1/00,	\$ 302 07
By credit 12/1/00,	100 00
Bal. due 12/1/00,	\$ 202 07
To Costs of suit as of this time,	11 14
Amt. of last principal & costs	\$ 213 21
Int. on last pr. from 12/1/00 to 5/1/01,	5 05
Amt. due 5/1/01,	\$ 218 26
By credit 5/1/01,	50 00
Bal. due 5/1/01,	\$ 168 26
Int from 5/1/01 to 9/25/01,	4 04
Amt due 9/25/01	\$ 172 30
By credit 9/25/01,	24 00
Bal due 9/25/01,	\$ 148 30
Int. from 9/25/01 to 1/6/02,	2 50
Fee of Sheriff [see §35-08 of Code],	3 00
Amt. due at time of assignment, 1/6/02,	\$ 153 80

(Forward)



Arkt. due 1/6/02, assigned to Det. Buck #	15380
Int. from 1/6/02 to 3/2/03, (see \$2893-4)	1066
Arkt. due as of 3/2/03, - - - - -	# 16446

Calculation

of

E. M. Remington

Judgment #

No. 1.



This deed made this the 19<sup>th</sup> day of August, 1901, by C. D. Russell and S. C. Russell, his wife, parties of the first part, and E. W. Pennington trustee party of the second part, and all of Lee County Va.

Whereas the said C. D. Russell is indebted to Lavinia M. Pennington in the sum of \$195.<sup>00</sup> due on the 1<sup>st</sup> day of January 1902, and whereas J. B. Kirk, L. M. Zion and A. N. Pennington have taken up said Lavinia M. Pennington's note vs said Russell and given their own, and payable in one year from date with interest from January 1<sup>st</sup> 1902; and whereas, to secure to said J. B. Kirk, A. N. Pennington, and L. M. Zion, the payment of said sum of \$195.<sup>00</sup> with interest thereon from January 1<sup>st</sup>, 1902, the said first parties do hereby make this deed: Now in consideration of the sum of one dollar and the premises aforesaid, the said parties of the first part do and each of them



doth hereby give, grant, bargain, sell  
and convey to said E. W. Pennington,  
trustee a certain tract or parcel of  
land lying and being in Lee County, Ga.  
on the waters of Straight Creek and  
Stone Creek and bounded as follows,  
to wit: Beginning at the mouth  
of Straight Creek and bounded as  
follows, to wit: on the South by the  
Old Thomas Pennington land, on the  
West by the old McBradie survey and  
on the North and East by the Mallett  
and W. H. Pennington land and being the  
same land which said C. D. Russell bought  
from R. L. Pennington, Comer &c.

To have and to hold &c

( See D.B. 37, p 560. )



Notes from  
Deed of Trust  
by the  
Commissioner.

On Home  
Place



# Calculations.

1<sup>st</sup> - Judgment of Star Clothing & Shoe Co  
vs.

C. D. Russell.

(2<sup>nd</sup> in Priority)

(March term began Mar 4, 1906)

Principal of judgment,	\$ 66 70	
Int. from 11/16/00 to 6/28/01,	2 47	
Cost at Law,	7 96	
Amt. due 6/28/01,	\$ 77 13	
By credit 6/28/01,	10 00	
Bal. due 6/28/01,	\$ 67 13	
Int. on same from 6/28/01 to 7/22/01,	26	
Amt due 7/22/01,	\$ 67 39	
By credit 7/22/01,	11 71	
Bal. due 7/22/01,	\$ 55 68	
Int on same from 7/22/01 to 3/2/03,	5 38	
Amt. due as of 3/2/03,	\$ 61 06	\$ 61 06

2<sup>nd</sup> - Judgment of M. R. Kerk  
vs.

J. W. Evans, C. D. Russell & R. L. Evans

(3<sup>rd</sup> in Priority)

Principal of judgment,	\$ 92 14	
Int from 6/22/00 to 3/2/03	20 42	
Costs on judgment,	1 25	
Amt. due as of 3/2/03,	\$ 113 81	\$ 113 81

3<sup>rd</sup> - Judgment of P. F. Early & R. R. Early  
vs.

C. D. Russell & J. W. Evans,

(4<sup>th</sup> in Priority)

Principal of judgment,	\$ 75 00	
Int from 11/12/02 to 3/2/03	1 38	
Costs on judgment	10 47	
Amt due as of 3/2/03	\$ 86 85	\$ 86 85

Add calculation of Pennington judgment, \$ 164 46  
Total as of Mar. 2, 1906, \$ 426 18



Calculations  
of  
Other Judgments.  
#

No. 2.



E.M. Pennington, Comr, Plff.

vs { In Debt.

C.D. Russell, G.W. Pennington, R.L. Evans,  
A.N. Pennington & A.H. DeBussk, Dfts

Amts. and dates of Payments.

\$60.30—1899-1-3.

\$110.05—1899-1-28.

\$175.52—1899-6-10.

\$55.01—1899-6-23.

\$50.00—1899-6-26.

\$50.00—1899-7-27.

\$110.83—1899-9-30.

\$106.50—1900-5-17.

\$100.50—1900-6-27.

\$100.00—1900-12-1

Here add costs, \$11.14.

\$50.00—1901-5-1

\$24.00—1901-9-25

Bal. judgment <sup>assigned</sup> Jan. 6th, 1902.

See as to costs of Sheriff, §2893-4 Code.

See also §3508 of Code as to what sum  
draws interest &c.

#



Memo.  
of payments and  
dates of same on  
Perrington, Comr.,  
debt.



A. K. DeBusk-----Plaintiff

vs.

I. Pennington et als-----Defendants

This cause came on this day to be again heard upon the bill of the Complainants and exhibits filed therewith, the separate answer of A. N. Pennington the separate answer and cross-bill of Isaih Pennington the separate answer of C. D. Russell to the said cross-bill the joint answer of John M. Carter, James F. Cooper and Hampton S. Turner Greene S. Stapleton, E. S. Flanary D.D. Howard, Mary E. Carter and A. N. Carter and the joint and separate answer of G. B. Miles and B. F. Kirk and general replication thereto and was argued by counsel. And it appearing to court that L. M. Zion, G. W. Pennington John Coffman Woodward Stewart ( called Buddy Stewart ) Albert Kirk R.L. Evans has been duly served with process as the law requires for more than 15 days before the 1st day of this term of court and they failing to appear it is adjudged, ordered and decreed that said bill be and is hereby taken for confessed as to them. On consideration of all which and for reasons appearing to the court it is adjudged, ordered, and decreed that an account be taken in this cause and A M. Goins who is hereby appointed a special commissioner for the purpose will after advertising the time and place of his sitting by posting written or printed notices at the front door of the court-house and at the post-office in Pennington Gap for 20 days, and he will also have notice of the time and place of his sitting served upon the parties or their attorneys for ten days.

Said Commissioner will ascertain and report to court together with the evidence on which he bases his conclusions if desired by the parties to this suit, or any one of them in interest the following; (1) The judgment and specific liens against the lands of C. D. Russell their amounts, time date and manner of docketing and to whom due: (2) What lands, if any the said C. D. Russell now owns, what lands he owned which such lien so found attached and if any and aliened by the said Russell when and to whom due and the order of such alienation. (3) What sum if any, is due and owing and unpaid on any



(2)

on any lands aliened by said C. D. Russell and from whom due amounts thereof and when payable.(4)What sum, if any was I Pennington to pay on the original purchase price of said lands or by any subsequent agreement between him and C. D. Russell and whether such sum is a lien upon any lands, and (5) He will report any other matter deemed pertinent by himself or required by any party in interest. And this cause is continued.



A. K. DeBuis  
vs } Copy of decree  
J. Pennington et al



C. D. Russell

says on Dec. 8th 1902. acres

- |     |                     |                     |
|-----|---------------------|---------------------|
| (1) | Geo. H. Pennington, | 336                 |
| (2) | J. M. Carter        | 76                  |
| (3) | Albert Kirk         | (2) seed, made. 176 |
| (4) | Coofman & Stewart   | 144                 |
| (5) | E. F. Carter        | 92                  |
|     |                     | <hr/> 824           |
| (6) | A. N. Pennington    | (2) same place 125  |

824
<hr/> 176
<hr/> 994

- |     |                    |
|-----|--------------------|
| 1   | J. T. Cooper       |
| 2   | H. S. Turner       |
| 3   | E. F. Carter       |
| 4   | Geo. B. Tucker     |
| 5   | Ben F. Kirk        |
| (6) | S. D. Howard       |
| (7) | Green S. Stapleton |



A. K. DeBusk ----- Plaintiff

vs.

I. Pennington et als

Defendant

This cause came on again this day to be heard upon the bill of Complainant and exhibits filed therewith, the separate answer of A. N. Pennington, the separate answer and cross-bill of Isaiah Pennington the separate answer of C. D. Russell to the said cross-bill and the joint answer of John M. Carter James F. Cooper Hampton S. Turner Greene S. Stapleton, E. S. Flanary D. D. Howard Mary E. Carter and A. N. Carter and the joint and separate answer of G. B. Miles and B. F. Kirk and general replication thereto and was argued by counsel And it appearing to the court that L. M. Zion, G.W. Pennington, John Coffman Woodward Stewart ( called Buddy Stewart ) Albert Kirk R.L. Evans has been duly served with process as the law requires for more than 15 days before the 1st day of this term of court and they failing to appear it is adjudged ordered and decreed that said bill be and is hereby taken for confessed as to them . On consideration of all which and for reasons appearing to the court it is adjudged ordered and decreed that an account be taken in this cause and A. M. Goins who is hereby appointed a special Commissioner for that purpose will after advertising the time and place of his sitting by posting written or printed notices at the front door of the court house and at the post office in Pennington Gap for 20 days and he will also have notice of the time and place of his sitting served upon the parties in this cause or their attorneys for ten days. Said Commissioner will ascertain and report to court together with the evidence on which he bases his conclusions if desired by the parties to this suit or any one of them in interest the following:

- (1) The judgement and specific liens against the said C. D. Russell their amounts, time date and manner of docketing and to whom due :
- (2) What lands , if any the said C. D. Russell now owns, what lands he owned which such liens so found attached and if any and aliened by the said Russell when and to whom , and the order of such alienation
- (3) What sum if any, is due owing and unpaid on any lands aliened



by said Russell and from whom due amounts thereof and when payable  
(4) What sum , if any was I. Pennington to pay on the original pur-  
-chase price of said lands or by any subsequet agreement between him  
and C. D. Russell and whether such sum is a lien upon any lands, and  
~~who~~ Hewitts report land sother matter deemed pertinentt by himself or  
required by any party in interest.

And this cause is continued.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee,--Greeting.

We command you, that you summon M.R.Kirk to appear before the undersigned, a commissioner in the chancery cause of A.K.DeBusk et al. *vs. J. Pennington et al.,* at his office in Jonesville, Va., on the 10th day of January, 1903, to testify, and the truth to say on behalf of A.N.Pennington, one of the defendants in the above styled cause, and this he shall in no wise omit under the penalty of \$20.00, and have then there this writ.

Witness, A.M.Goins, Special Commissioner in the foregoing suit, at his office this Jan. 5th, 1903, in the 127 year of the Commonwealth.

*A. M. Goins,*  
.....

Special Commissioner.

-----



A. H. DeBusk & Co.

25 { Subpoena for  
M. R. Kirk

J. Pennington et al.

At Law office of A. M.  
Goring, Jan 10, 1903.

Executed Jan 9 1903  
by Summoning  
M. R. Kirk and  
paying him 50¢  
for one days attendance  
E. L. Evans  
Deputy to  
W. J. Mulholland  
J. C.



Coffman & Stewart  
Deed.

\$525.00 = Consideration.

45.00 = In Land Paid.

480.00

15.00 = To be paid by Apr. 1, 1901

465.00

155.00 = With Int. from 3/16/01, to be pd. in 1 yr.  
(or, \$5.00 May 15, 1902)

310.00

155.00 = With Int. from 3/16/01, to be pd. in 2 yrs

155.00

155.00 - With Int. from 3/16/01, to be pd in 3 yrs.

A Vendor's Lien is Retained.

152 Acres



#

The three notes  
are now owned  
by H. N. Pennington  
#



June 24 - 1901  
 Received of C. H. Russell  
 Hauled on the 20th + 24th 1901  
 1540 # all Herring - same  
 1750 # do do do  
 2090 # do do do  
 2350 # do do do  
 J. H. B.

25.67

0.8  
25.67

0.8  
25.67

5.85  
70.00

70.00

4.054

2.261

6.335

8885  
200

86.00

1.602

70.00

87.57

32.57

12.417

16.417

2186

0.00

16.417

21.491

126.61



75-

104

750

87

7.87.4

13694

128246

3423

1,266.68

3

16417

12649

37.51

1600

53.57

16417

7811

12  
66

1955-

2710

1958-

39900

1692

3384

844

4230

391

814

787

1201

9651

9521

52

021

2038  
21471



June 17-1907

Receipt of C. V. Russell

1500<sup>th</sup> Bark

1950<sup>th</sup> Bark - Drainage

Hauled by C. V. Russell & Evans  
J. W. Baker



Recd of C. D. Russell  
Twenty two Dollars &  
Ninty one C to be placed  
as a Cred on one fifa-  
in favor of John Ely  
this 8 Dec 1900

E. S. Evans  
D S

for Dr. J. E. Ely  
-S. E.



Received from C & Russell  
Ten dollar <sup>\$10.00</sup> on account  
due Stor Clothing & Shoe Co  
6/28-1901 A. M. Miller



7/22/1901 = \$11.70



Know all men by these presents  
that whereas the undersigned  
C. S. Russell has this day as-  
signed and turned over to J. B.  
Kirk, L. M. Zion and A. M.  
Perrington his debt on G. H.  
Perrington for \$811.00 with in-  
terest thereon from Aug. 26<sup>th</sup>  
1899 till paid, subject to a pre-  
vious assignment of a part there-  
of to J. H. Baker of \$100<sup>00</sup> on  
May, 15<sup>th</sup> 1900, and \$195.10  
to Lavinia M. Perrington on  
March 16<sup>th</sup> 1901 and the fur-  
ther assignment of three notes  
of \$155<sup>00</sup> each due in, one, two  
and three years from March  
16<sup>th</sup> 1901; and said assignments  
made without recourse, and  
in consideration that said  
Kirk, Zion & Perrington pay  
to R. R. Perrington covers the  
sum of \$557<sup>00</sup> with interest  
thereon from April 17<sup>th</sup> 1899,  
so as that said Russell may get  
his deed to the land for which  
he owes said Perrington said  
\$557<sup>00</sup> for the land for which said



Russell owes said sum of money, and the costs attending two Judgements vs. said Russell in favor of said R. L. Pennington, by Nov. term of the Circuit Court for 1901, and in the further consideration that said Zion, Kirk and A. N. Pennington pay to J. R. Gibson & sons the sum of \$100<sup>00</sup> with interest from May 15<sup>th</sup> 1900 till paid, which is the Baker assignment above mentioned.

This Aug. 19<sup>th</sup> 1901.

C. H. Russell  
L. M. Zion,  
A. N. Pennington  
J. B. Kirk



THIS DEED made this the 26th day of August A. D. 1899, by Charles D. Russell, and F. C. Russell his wife, and Isaah Pennington, Rache<sup>L</sup> E. Pennington his wife parties of the first part, to George W. Pennington party of the second part; and all of Lee County Virginia,

Witnesseth, that for and in consideration of the sum of Eleven hundred seventy six dollars (\$1176.00) paid and to be paid as follows; Three hundred and sixty five dollars whereof is in hand paid, and the residue or eight hundred and eleven dollars as follows; to-wit: One hundred and twelve dollars to be paid one day after date, and six hundred and ninety nine dollars to be paid in three equall installments due in six, twelve and eighteen months from this date with interest; (and all of which deferred payments are evidenced by the notes of George W. Pennington payable to said Charles D. Russell) , the said parties of the first part do and each of them doth hereby give, grant, convey and deliver unto th<sup>e</sup> said party of the second part subject to the interest rights, and privileges of F. A. Stratton his heirs and assigns a certain tract or parcel of land lying and being in the Lee County in the Pockett Country, and on the waters of Pucketts creek and being a part of the lands conveyed Wm. Pennington to C. E. Mallett, and in a suit brought by said Wm. Pennington against <sup>o</sup><sub>A</sub>id Mallett sold to said first party by Comr. E. W. Pennington and bounded as follows to-wit; Beginning at a poplar on the west side of Coal bank branch, thence N 78 1/4 W 20 p to a beech on the west bank of Pucketts creek, thence S 62 W 22 poles to a dogwood on a ridge, N 83 1/2 W 15 poles to a maple, chestnut and spotted oak on top of a ridge, & with the top thereof N 41 1/2 W 5 3/4 poles; N 47 1/2 W 12 1/2 poles to a chestnut N 39 W 8 poles N 30 1/4 W 11 1/4 p to a chestnut on the top of said ridge N 69 1/2 W 13 poles to a dead oak S 84 1/2 W 6 1/2 p to a maple S 48 1/2 W 12 1/2 p to a chestnut oak, on top of a ridge N 70 3/4 W 25 3/4 p to a double chestnut on top of a ridge Bow Barnetts corner, thence continuing with top of ridge S 36 W 10 p S 76 W 6 1/2 p N 70 1/2 W 16 1/2 p S 88 1/2



W 25 1/2 p N 50 W 25 3/4 p N 38 W 10 poles to a black oak N 56 E 6 1/2 p  
N 78 E 27 p N 33 E 7 1/2 p to a white oak; N 69 E 12 1/2 p S 68 E 8 3/4  
p N 79 1/2 E 10 poles S 73 1/2 E 26 p thence leaving top of the ridge  
N 20 1/4 E 24 1/2 p to a white oak poplar, birch and sassafras on the south-  
west bank of Pucketts creek; thence up the same as it meanders N 74 W 8 p  
N 6 3/4 W 23 1/2 p N 50 1/2 W 17 poles N 38 1/2 W 13 1/4 p to a coal bank  
in said branch, N 52 1/4 W 5 p N 44 W 4 1/2 p to a beech thence leaving  
said creek and with a marked line up a haul road N 58 1/4 W 5 1/2 p N 48 1/2  
W 12 1/2 p N 63 1/2 W 5 p N 48 1/2 W 13 1/2 p N 58 W 10 p N 51 3/4 W 14 1/2  
p N 49 1/2 W 9 1/2 p N 52 1/2 W 19 3/4 p to a maple on the west side of  
said creek N 38 3/4 W 141 p to the salt petre cave; N 17 W 40 poles to the  
top of Little Black Mountain and with the top of same S 78 W 27 p S 52 1/2 W  
W 19 poles to a chestnut on top S 15 W 19 p S 22 W 27 p to a hickory black  
gum and solid rock on top S 12 1/4 E 13 p S 10 W 14 1/2 p S 4 1/2 E 26 1/4 p  
p S 36 W 4 1/4 p S 7 W 29 p to a water oak marked with old marks; thence  
leaving the top of said mountain and with an old dark line S 69 3/4 E 76 p  
to two chestnut oaks on the top of a spur S 53 1/2 W 49 p to pointers, chest-  
nut and chestnut oak thence with the original west line S 38 E 214 p to a  
stake on the north side of Loyd Garretts <sup>garden</sup> ~~bar~~ S 67 E 23 p to a stake 7 poles  
from a black gum the original corner and in a branch thence down said  
branch as it meanders N 60 1/2 E 18 9/10 p N 75 E 28 p S 54 E 13 1/2 p  
S 79 E 40 1/2 p N 79 1/2 E 17 3/4 p N 88 1/2 E 26 p N 83 1/2 E 61 p S 77 E  
1/4 E 21 poles to a stake at the junction of said branch to Pucketts  
creek and up the same as it meanders N 12 3/4 W 14 p N 20 1/2 W 32 p to  
the beginning, and containing 336 acres by surface measure.

To have and to hold said tract or parcel of land together with all  
its appurtenances with the exceptions of the rights, interests and privile-  
ges of <sup>said</sup> F. A. Stratton., his heirs and assigns unto the said parties of  
the second part in fee simple. And the said parties of the first part  
do and each of them doth hereby warrant generally the title, to the land  
herein conveyed, except as to said Strattons interest. And the said Chas.



D. Russell doth hereby reserve a vendors lien upon said land ~~for~~ each of said deferred payments until they together with the interest is fully paid.

Witness the following signatures and seals, the day and year first above written.

Chas. D. Russell (Seal)

S. C. Russell (Seal)

Isaiah Pennington (Seal)

Rachel E. Pennington (Seal)

Virginia, Lee County to-wit;

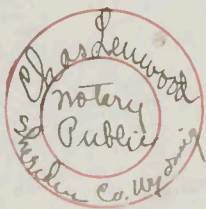
I, W. T. Orr a Justice of the Peace in and for the County and State ~~of~~ aforesaid, do hereby certify that Chas, D. Russell, S. C. Russell, and Rachel E. Pennington whose names are signed to the writing above bearing date on the 26th day of August 1899, has acknowledged the same before me in my County aforesaid. Given under my hand this 28th day of August 1899.

W. T. Orr, J. P.

State of Wyoming, County of Sheridan S. S., County to-wit;

i, Charles Lenwood a Notary Public in and for the County and State aforesaid, do hereby certify that Isaiah Pennington whose name is signed to the writing above bearing date on the 26th day of August 1899, has acknowledged the same before me in my County aforesaid.

Given under my hand and notarial ~~seal~~, this the 11th day of Sept. 1899.



Charles Lenwood N. P.

Notary Public.

My commission expires January 26th 1901.  
(\$1.50 Int. Rev. stamps)

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County, the 3rd day of September 1900. This deed was presented, and together with the certificate thereto annexed, admitted to record at 11 o'clock A. M.

Teste; B. M. Morgan, Clerk.

a Copy Teste; ~~B. M. Morgan~~ Clerk. (D. B. 36 page 411&c)



F. C. Russell et al  
vs Deed  
Geo. W. Pennington

Copy

A. K. DeBush

vs. { In Chancery.

J. Pennington et al.

Clerk \$1.00

No. 1.



This Deed made this 26 day of February 1902  
between C. D. Russell, and S. C. Russell his  
wife, parties of the one part, and John M.  
Carter, party of the other part, witnesseth:

that for and in consideration of a certain  
tract of land situated in Lee County Virginia,  
on the waters of the North Fork in the Pocket-  
Country this day conveyed by Deed by the said  
John M. Carter and wife to the said C. D. Russell  
and for a more particular description of same  
reference is hereby made to said deed, and the  
further sum of eighty two dollars in hand  
paid, the receipt of which is hereby acknowledged,  
the said parties of the first-part have bargained  
and sold and by these presents do grant and  
convey unto the party of the second part all  
that certain tract or parcel of land situated  
in Lee County Virginia, on the waters of Puckett's  
Creek in the Pocket Country, and containing  
seventy six acres, surface measure, and bounded  
as follows: Beginning at a stake in the middle  
of Puckett's Creek near a sycamore, and on the NW 1/4

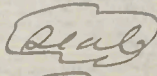
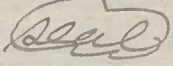
Pennington line, thence up said creek as it meanders,  
N 34 W 13 1/4 poles, N 76 1/2 W 19 1/2 poles, N 57 W 16 poles, N 26 W 8 1/2 poles,  
N 53 W 8 1/2 poles, N 73 1/2 W 11 poles, N 49 3/4 W 9 3/4 poles, N 69 1/2 W 18 poles  
at the forks of the creek, thence up Coal Branch N 12 1/2 E 19 poles,  
N 22 W 10 poles, N 13 W 15 poles, N 31 W 6 poles to a poplar, an  
old corner in the forks of the hollow, thence N 83 E 34 poles  
to some Spanish oaks on top of the ridge, and with the  
same N 7 E 12 1/2 poles N 1 1/2 W 15 poles, N 2 1/2 E 12 poles to a double  
chestnut, N 7 1/2 E 22 poles, N 30 1/2 E 10 poles to a Spanish oak,  
N 48 1/4 E 10 poles to a black gum and white oak,



1 S 88 E 20 poles to a black gum, S 33 1/4 E 4 3/4 poles  
2 to a hickory, S 60 3/4 E 10 poles, S 40 E 12 poles, S 54 E 10 poles  
3 S 30 3/4 E 17 poles, S 24 W 22 poles, S 10 E 7 poles, S 11 1/2 W 20 poles,  
4 S 15 1/2 E 6 1/2 poles, S 28 E 15 1/2 poles, S 7 1/4 E 8 1/4 poles, S 16 W 7 poles,  
5 S 8 1/2 W 7 3/4 poles, S 2 E 7 3/4 poles, S 23 E 11 poles, S 53 1/2 E 7 poles,  
6 S 35 1/2 E 4 3/4 poles, S 20 1/2 E 4 1/2 poles to the W 1/4, Pennington  
7 line, and with the same S 39 W 34 poles to the Beginning.

8 To have and to hold the said tract or parcel of  
9 land together with the appurtenances therunto be-  
10 longing, unto the said John M. Carter, his heirs  
11 and assigns forever. And the said parties of the  
12 first-part-covenant-to-warrant-generally the  
13 title to the land herein conveyed.

14 Witness the following signatures and seals.  
15 day and date first-above written

16 C. D. Russell   
17 S. C. Russell 

18 Virginia, Lee County to-wit:

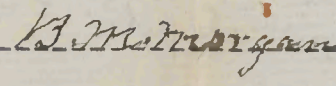
19 I B. N. Barnett, a Justice of the Peace for  
20 the County aforesaid in the State of Virginia  
21 do certify that C. D. Russell and S. C. Russell  
22 his wife, whose names are signed to the  
23 foregoing deed bearing date of the 26 day  
24 of February 1902, have acknowledged the  
25 same before me in my County aforesaid.

26 Given under my hand this 27 day of February  
27 1902.

28 B. N. Barnett J. P.

29 Virginia, Lee County to-wit;

30 In the Office of the Clerk of the County Court for said County the  
31 15th, day of March 1902. This deed was Presented, and together with the  
32 certificate thereto annexed admitted to record.

Teste.  Clerk.



John M. Carter  
From Deed  
E. D. Russell & wife  
Recorded in Deed  
Book No 38 p-445-  
Indexed  
Examined Mch. 15, 1902

Clerk \$1.25-  
Tax .50  
\$1.75-

No. 2.



This deed made this the 17th day  
of October 1900, by C.D. Russell and  
S.C. Russell his wife, and Isiah  
Punnett and R.E. Punnett his  
wife, to Albert Kirk, of Lee county  
Virginia, Witnesseth: That in consideration  
of (\$300) three hundred dollars, paid  
and to be paid, as follows, to wit:  
one hundred dollars in hand paid,  
and the balance to be paid as  
follows, one hundred dollars within  
sixty days from the date hereof <sup>and</sup>  
the balance, or \$100. six months  
after the date hereof, the said first  
parties have this day bargained and  
sold and do by these presents grant  
and convey unto the said second  
party ~~all~~ with covenants of general  
warranty all of a certain tract  
or parcel of land situated on 'Ely's'  
Creek in the Pockett country, Lee county  
Va. and containing one hundred and  
seventy eight acres more or less  
and further described as follows to  
wit: Beginning at the fork of Ely's  
Creek near W.T. Kirk's house, thence  
N 83 1/2° E 138 poles to a Hickory on top




of a Ridge, thence along the top of  
the Ridge, N 38 $\frac{3}{4}$  W 13 pole to a black  
oak and Locust; N 8 E 12 poles to a  
Whitewash N 2 $\frac{1}{2}$  W 21 pole to a Blackoak  
and Locust. N 22 E 18 pole to two small  
black oaks. N 68 $\frac{1}{2}$  E 18 pole to a small  
sourwood. N 33 E 5 $\frac{1}{2}$  pole to a Black gum  
and black oak on a high point. N 7 $\frac{1}{2}$   
W 8 pole to a chestnut oak. N 30 $\frac{1}{2}$  W 8 $\frac{1}{4}$   
pole to a chestnut oak among the rocks.  
N 9 $\frac{1}{2}$  W 8 $\frac{1}{4}$  pole to a small maple. N 3 $\frac{1}{4}$   
W 12 pole to a small Hickory. N 60 $\frac{1}{4}$  W  
22 $\frac{1}{2}$  pole to a small Locust on a high  
point. N 15 W 13 $\frac{1}{4}$  pole to a chestnut.  
N 19 $\frac{3}{4}$  E 13 pole to two Sourwoods. N 25 $\frac{1}{4}$  W  
20 $\frac{1}{4}$  pole to a stake on a high point - a corner  
to H. O. Pennington and with his line  
N 83 W 41 $\frac{1}{2}$  pole to a black gum. N 34 $\frac{1}{4}$   
W 26 $\frac{1}{2}$  pole to a small chestnut. S 74 $\frac{1}{4}$   
W 12 $\frac{1}{2}$  pole to a small chestnut. N 5-3  
W 13 $\frac{1}{4}$  pole to a small chestnut. S 69 $\frac{1}{2}$   
W 26 $\frac{1}{2}$  pole to a Whitewash and 209-  
wood. S 40 W 15 $\frac{1}{2}$  pole to a Locust  
Red oak and Chestnut oak sapling. N 33  
W 17 pole to a Red oak. ~~N 43, 16~~. N 4 E  
15 $\frac{1}{4}$  poles to a chestnut oak. N 19 $\frac{1}{4}$  W  
10 $\frac{1}{2}$  pole to a black oak. N 68 $\frac{1}{2}$  W



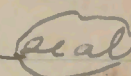
77 pole to three chestnuts, N  $29\frac{1}{2}$  W 8  
pole to a Spanish oak, N 88 W 13 pole  
to a Black oak, N  $70\frac{1}{2}$  W 17 pole to a  
Black gum old corner on the head water  
of "Pickett's" creek, thence leaving Pen-  
nington line S 28 E  $24\frac{1}{2}$  pole to  
an oak stump, Chestnuts, Marked as  
pointers near the grave yard, S 13 E  
22 poles to a Buck and dog iron  
at the mouth of a hollow S 10 E  
14 pole. ~~S 28 E 22 pole to Buck and~~  
~~dog iron~~ S 6 W 27 pole, S 48 W 27  
18 poles, S 12 W 16 pole S 36 W 16  
pole S 15 W 16 pole to a Buck and  
sawmill near the fork of Ely's creek (down)  
~~thence~~ S 4 E  $14\frac{1}{2}$  pole to a stake in the  
Branch opposite a marked Buck S  $83\frac{1}{2}$   
E  $6\frac{1}{2}$  pole S 28 E 30 pole S 34 E 10 pole  
S 28 E 46 pole to the beginning. To  
have and to hold the said land to  
the party of the second part, his heirs  
and assigns forever, provided however,  
that said first party reserve their  
vendors lien upon the said land  
until the deferred payments are fully  
paid, and it is further understood  
that the legal right on this land is




not intended to be conveyed, the same having been heretofore conveyed to other party.

Given under our hands and seals on the day and date first above written. C. D. Russell 

S. C. Russell 

Isaac. Pennington 

State of Virginia: R. E. Pennington   
County of Lee to wit:

J. J. Skaggs a Justice of the peace for the county and state aforesaid do certify that - C. D. Russell and S. C. Russell, his wife, whose names are signed to the within writing bearing date on the 17th day of October 1900, acknowledged the same before me in my county aforesaid. Given under my hand on this the 18 day of October 1900

J. J. Skaggs J. P.



C. D. Russell & others  
to Deed.

Albert Cook

Recorded in Deed  
Book No 37 page 117  
Examined Jan 23, 1901  
Indorsed

No. 3.

Jan. 21, 1901

Clerk 1.25 -  
Fay .50  
1.75 -  
1.00  
Cr. bal - .75 Paid



Virginia, Lee County to wit;

In the Office of the Clerk of the  
County Court for said County, the 21<sup>st</sup>  
day of January 1901, this deed was  
presented and together with the cer-  
tificates thereto annexed, admitted to  
record.

Teste, B. M. Morgan Clerk,



STATE OF WYOMING, )  
                              :SS.  
COUNTY OF JOHNSON. )

On this 10, day of November, A.D. 1900, personally appeared before me Alvin Bennett, a Notary Public in and for said County of Johnson in the State aforesaid, Isaih Pennington and R.E. Pennington his wife, personally known to me as the persons who executed the within instrument, and that they acknowledged the execution thereof as and for their free act and deed.

In witness whereof I have hereunto set my hand and Notarial seal the day and year above written.

*Alvin Bennett.*  
NOTARY PUBLIC.

My commission expires Aug. 7, 1903.



This deed made this the 16th, day of March, 1901, by C.D. Russell and S.C. Russell his wife, parties of the first part to John C. Coffman and Woodward S. Stewart parties of the second part, and all of Lee County Va.: Witnesseth, that for and in consideration of the sum of Five Hundred and twenty-five dollars, paid and to be paid as follows, Forty-five dollars in hand paid, fifteen dollars to be paid by the 1st, day of April 1901, and \$155.00 with interest from ~~the~~ date in one year from this date, and \$155.00 with interest from date in two years from date and \$155.00 with interest from date in three years from date by said second parties to said C.D. Russell, the said first parties Do and each of them doth hereby, reserving a vendor's lien for said deferred payments give, grant, bargain and sell unto said second parties a certain tract or parcel of land lying and being in Lee County, in the Pocket country and on the head waters of Lick Branch, and bounded as follows, to-wit: Beginning ~~xxxx~~ on lines of the Orr and Pridmore lands on the Southern side, thence with their lines to lands of Albert Kirk and with his lines on the western side thereof thence with the top of the ridge that divides the waters of Puckets Creek and Lick Branch to J.T. Cooper's land, thence with said Cooper's and L.F. Kirk's lines to said Orr and Pridemore land to the Beginning and said to contain 152 acres more or less. Together with all appurtenances, except as to such rights, privileges and mineral rights that belong to F.A. Stratton, or his vendees or assigns. And the said first parties Do hereby covenant with said second parties that they will warrant generally the title to said land, except as to said Stratton rights. Witness the following signatures & seals.

C.D. Russell (Seal)

S.C. Russell (Seal)

Virginia, Lee County to-wit;

I, W.T. Orr, a Justice of the Peace in and for the county and State aforesaid do hereby certify that C.D. Russell and S.C. Russell whose names are signed to the writing above bearing date on the 16th, day of March 1901, have acknowledged the same before me in my county aforesaid.

Given under my hand this the 27 day of April, 1901.

W. T. Orr, J. P.



Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County the 24th day of September, 1902. This deed was presented, and together with the certificate of acknowledgment thereto annexed, admitted to record at 8;30.0'clock A.M.

Teste; B. M. Morgan Clerk.

A Copy, Teste; *B. M. Morgan* --- Clerk.  
( D.B.No.39, Page 280 )



C. N. Russell et al

vs. { Deed

J. C. Coffman<sup>2</sup> & W. S. Stewart.

Copy.

A. K. DeBusk

vs. { In Chy.

J. Pennington et als.

Clerks fee 50 cts

No. 4.

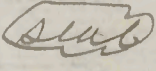
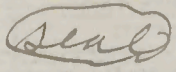


1 This Deed made this 4 day of Nov. 1901  
2 between C. D. Russell and S. B. Russell his  
3 wife parties of the one part and E. F. Carter & A. M. Carter  
4 parties of the other part, and all of Lee County  
5 Virginia, witnesseth, that for and in consider-  
6 ation of a certain tract of land this day conveyed  
7 by a general warranty deed from the said second parties  
8 unto the said C. D. Russell being the home place  
9 where the said E. F. Carter now lives containing  
10 about four acres more or less, and for a more particular  
11 description reference is hereby made to said deed, and  
12 for the further consideration of fifty dollars paid  
13 and to be paid as follows to wit: a note of \$20.00  
14 on Emory Wax and E. S. Wax and bearing date of Sept.  
15 21, 1901, the residue of \$30.00 to be paid in two  
16 equal installments of \$15.00 due in four and eight-  
17 months respectively, evidenced by two notes for \$15.00  
18 bearing even date with this deed and bearing interest  
19 from date, the said parties of the first part do  
20 grant, bargain, sell, confirm and convey unto the  
21 said parties of the second part with covenants of  
22 general warranty, all that certain tract or parcel  
23 of land situate and being in the Puckel-Country  
24 of Lee County, Virginia, and on the south side  
25 of Puckels Creek, and containing 92 acres more or less,  
26 and bounded as follows to wit: Beginning at  
27 a stake on the south bank of Puckels on the line  
28 claimed by <sup>said</sup> C. D. Russell to be the true line between  
29 the lands of J. P. Cooper and the land herein conveyed,  
30 thence southwestwardly with said line to a stake on top  
31 of a ridge dividing the waters of Lick Branch and  
32 Puckels Creek, and corner to the lands of John



1 Coffman and Woodward Stewart westwardly with the  
2 top of said ridge as it meanders to a stake in the  
3 branch near Lloyd Garrets and corner to said Garrets  
4 land, thence down and with said branch to the  
5 Forks of Puckets Creek, thence down said Puckets Creek  
6 to the beginning. To have and to hold said tract-  
7 a parcel of land together with the appurtenances  
8 therunto belonging or appertaining, except the oil  
9 and mineral rights to same and the privileges and  
10 rights of ~~these~~ which have already been sold, and  
11 conveyed. The said first parties agree to warrant  
12 and defend the title herein conveyed, against the  
13 claims of all parties whatsoever and should the  
14 said C. D. Russell's creditors undertake to foreclose any  
15 lien that may now exist against said land, the  
16 said Russell covenants that he will let such  
17 other lands that he may now have, be first sold  
18 to pay said liens. ~~that it is further understood~~  
19 ~~that the said first parties retain a vendor's lien~~  
20 ~~on the land hereof for the unpaid purchase money~~  
21 ~~thereon.~~

22 Witness the following signatures and seals  
23 on the day and year first above written

24 C. D. Russell   
25 S. C. Russell 

26 Virginia, Lee County to wit:

27 J. B. N. Barnett a Justice of the Peace for the  
28 County aforesaid in the State of Virginia do certify  
29 that C. D. Russell and S. C. Russell whose names  
30 are signed to the foregoing writing bearing date  
31 on the 4 day of Nov. 1901, have acknowledged the same  
32 before me in my County aforesaid. Given under my hand this  
4 day of Nov. 1901

B. N. Barnett J. P.



1 Virginia, Lee County to-wit;

2 In the Office of the Clerk of the County Court for said County  
3 the 21st, day of March 1902. This deed was presented, and together with  
4 the certificate thereto annexed admitted to record.

5 Teste; *B. M. Morgan* Clerk.  
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E. A. V. A. M. Carter  
From Deed  
L. D. Russell & wife

Recorded in Deed  
Book No 38 p-476  
Indexed  
Examined  
March

clerk \$1.25-  
Pay .30  
\$1.75-

No. 5.



THIS DEED made and entered into on this the 8th day of December 1901, by and between C. D. Russell and S. C. Russell his wife parties of the first part and A. N. Pennington party of the second part, all of Lee County Virginia,

Witnesseth, that for and in consideration of the sum of Four hundred dollars to be paid in four equal annual installments in one, two three, and four years respectively for which notes are this day executed, bearing interest from date by said second party to said first parties the receipt whereof is hereby acknowledged the said parties of the first part have this day sold and by these presents, do hereby grant, bargain, sell, deliver and convey unto the said party of the second part with general warranty all the right, title and interest, in and to the following described tract of land, to-wit; A certain tract or parcel of land lying and being in Lee County Virginia, in the "Pockett", and bounded and further described as follows to-wit; Beginning at a maple on the McCredie line on the north side of Stone Mountain, thence with said McCredie line to the Preston line on the south side of said Stone mountain and thence eastwardly with said Preston line to a line of the dower of Mourning Andes as laid off to her in the partition of the Thos. Pennington land and thence northwardly with said dower line to the mouth of the Straight Creek and thence with lines of the land conveyed by William Pennington to J. D. Pennington to the top of the Lone Mountain the Mallett line, thence westwardly with said Mallett line to a point in Straight Creek where the McCredie line crosses said creek, thence with the McCredie line to the beginning. Estimated to contain one hundred acres be the same more or less. To have and to hold the same together with all the appurtenances thereunto belonging unto the said party of the second part, his heirs and assigns forever.

This conveyance is made subject to a deed of trust made by the said parties of the first part for the benefit of the said A. N. Pennington, J. B. Kirk and L. M. Zion And the said parties of the first part cove-



nant to and with the said parties of the second part that they have good right to convey said land that the same is free from all incumbrances except deed of trust above mentioned; and that they will execute and cause to be executed such further assurances of title as may be requisite.

A vendors line is hereby retained on the land hereby conveyed to secure the payment of the purchase price. Witness the following signatures and seals,

C. D. Russell (Seal)

S. C. Russell (Seal)

Virginia, Lee County to-wit;

I, L. T. Hyatt, a Commissioner in chancery for the Circuit Court ~~of~~ <sup>of</sup> Lee County, Virginia, the same being a court of record do hereby certify that C. D. Russell and S. C. Russell whose names are signed to the foregoing writing bearing date on the 8th day of December 1901, have each acknowledged the same before me in my County aforesaid.

Given under my hand this the 9th day of December 1901.

L. T. Hyatt, Comr. in Chy.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County, the 10th day of December 1901. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste; B. M. Morgan, Clerk.

A Copy Teste; B. M. Morgan Clerk.  
(D. B. 38 page 168 &c)



C. D. Russell  
To } Deed  
A. N. Pennington

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Copy

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A. K. DeBusk

vs. { In Chy.

L. Pennington et al.

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Clerk Costs

No. 6<sup>th</sup>



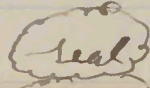

This Deed Made this 14. day  
of March A.D. 1902 between John M.  
Carter and Mary E. Carter his  
Wife parties of the first Part and  
James T. Cooper of the other Part  
All of the County Lee and State of  
Virginia Witnesseth that for and  
in consideration of <sup>the sum</sup> \$2.00 Two  
Hundred dollars Paid and to be Paid  
as follows to wit fifty dollars in  
Hand Paid the Receipt of Which is  
here by acknowledged and the Remainder  
to Be paid on the first day of Oct 1902  
the said parties of the <sup>first</sup> Part have bargained  
and sold and by these presents do  
grant and convey unto the party of  
the second part all that certain tract  
or parcel of Land situated in Lee  
County Virginia on the waters of  
Puckett Creek in the Pocket Country  
and containing seventy five acres  
surface measure more or less and  
Bounded as follows to wit beginning  
at a stake in the middle of Puckett  
Creek near a sycamore on the W. M  
Pennington line thence up said  
Creek as it meanders to a Rock in said



Creek, E. H. Carter Corner Thence N. 23. E  
13. P. to a Stake Thence N. 37. W. 14. P. to a  
Rock at a Spring at Pockets Creek Thence  
up said as it meanders to a Poplar old market  
corner at the forks of the Creek Thence N. 83. E. 34  
P. to some Spanish oak on top of a ridge  
Thence with top of said ridge N. 7. E. 12. P.  
N. 1. W. 15. P. N. 2. E. 12. P. to double Chestnut  
N. 7. E. 22. P. N. 80. E. 10. P. to a Spanish  
oak N. 48. E. 10. P. to a black gum and  
White oak S. 88. E. 20. P. to Black gum  
S. 33. E. 4.  $\frac{3}{4}$ . P. to a Hickory S. 60. E. 10. P.  
S. 40. E. 12. P. S. 54. E. 10. P. S. 30. E. 17. P.  
S. 24. W. 22. P. S. 10. E. 7. P. S. 11. W. 20. P. S. 15. E.  
6. P. S. 28. E. 15. P. S. 7. E. 8. P. S. 16. W. 7.  
P. S. 3. W. 7.  $\frac{3}{4}$ . P. S. 2. E. 7.  $\frac{3}{4}$ . P. S. 23. E. 11. P. S. 53. E.  
7. P. S. 35. E. 4.  $\frac{3}{4}$ . P. S. 20. E. 4. P. to the  
Wm Pennington line and with the same  
S. 39. W. 34. P. to the Beginning to have and  
to hold the said tract as Parcel land  
together with the appurtenances thereunto  
Belonging unto the said James J. Cooper  
~~the~~ ~~tract~~ for ever and the said Parties of  
the first Covenant to warrant generally  
the title to the land here in Conveyed  
Witness the following signatures and  
Seals



The day and date first above  
Written

John <sup>his</sup> M. Carter   
Mary <sup>mark</sup> E. Carter 

Virginia Lee County to wit  
I B. N. Barnett a Justice of the  
Peace & freehold in the State of  
Virginia do certify that John M.  
Carter and Mary E. Carter his wife  
whose names are signed to the foregoing  
Deed Bearing date on the 14 day of  
March 1902 have acknowledged same  
Before me in my County aforesaid  
Given under my Hand  
This 14 day of March 1902

B. N. Barnett J. P.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for  
Said County the 15th, day of March 1902. This deed was Pre-  
sented and together with the certificate thereto annexed  
admitted to record.

Teste; B. M. Morgan Clerk.



J. V. Cooper  
firm { Deed  
John M. Carter & wife

Recorded in Deed  
Book No 38, p 444

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Indexed

Examined Mch, 15, 1902

Clerk \$1.25-  
Tax .50  
\$1.75-



THIS DEED made and entered into on this the 8th day of December 1901, by and between C. D. Russell, and S. C. Russell his wife, parties of the first part, and Isaiah Pennington party of the second part;

Whereas at a sale made by E. W. Pennington Special Commissioner in the chancery cause lately depending in the Circuit Court of Lee County Virginia, entitled William Pennington vs C. E. Millett et als the said C. D. Russell and Isaiah Pennington became the joint purchasers of all the real estate lying in the Pockett, which had been theretofore sold and conveyed by the said William Pennington and wife to the said Mallett, and whereas there is due to the said E. W. Pennington Special Commissioner as aforesaid a sum amounting to a little over one hundred dollars on the purchase price thereof and no deed has yet been made to the said <sup>C</sup> D. and Isaiah Pennington for said land; and whereas the said C. D. Russell and Isaiah Pennington has mutually partitioned the said lands between them and pursuant to their agreement of partition the said Isaiah Pennington and wife have heretofore conveyed a portion of said land to the said C. D. Russell; and whereas the said Isaiah Pennington has agreed to pay to the said E. W. Pennington special commissioner, one hundred dollars of the price of purchase money, due as aforesaid to said commissioner; Now, therefore this deed witnesseth, that for and in consideration of the premises and of the sum of one dollar ~~cash~~ in hand paid the receipt whereof is hereby acknowledged, the said parties of the first part hereby sells, release, and convey unto the said party of the second part, with general warranty all that certain tract or parcel of land lying in the "pockett", in Lee County, Virginia, on Straight Creek and bounded as follows to wit; Beginning at a whiteoak, a corner to the old Thos. Pennington tract of land bought of Benjamin Dickenson on a steep hill side on Pucketts creek and running thence southwestwardly fifty poles to pointer on steep hill side thence with the line of the Thos Pennington land south eastwardly to a stake in a hollow at the north end of the <sup>"mule"</sup> ~~new~~ lot thence down said hollow to a beech on the edge of straight creek, wagon road,



thence with the Mallett line to a buckeye on the bank of Straight creek  
thence continuing with said Mallett line down said creek to the black wa-  
lnut and continuing with said creek and line to a black oak on the  
north side of Straight creek and down and with said line and creek to a  
stake opposite a black walnut and thence eastwardly to the top of Lone  
Mountain and thence continuing with the several courses of Mallett land  
to the beginning, containing about one <sup>hundred and</sup> seventy acres more or less.

To have and to hold the same together with its appurtenances unto  
the said party of the second part, his heirs and assigns forever.  
And it is expressly understood <sup>and agreed</sup> between the parties hereto that one hund-  
red dollars of the purchase price yet due E. W. Pennington Spe. Comr.  
as between the parties shall be and constitute a first lien on the land  
hereby conveyed and the same shall be sold to satisfy said \$100.00 before  
any of said land heretofore conveyed by said Isaiah Pennington to said  
C. D. Russell and the balance of said purchase money due E. W. Pennington  
Spe. Comr. shall be and constitute a first lien on the said land, convey-  
ed to said C. D. Russell by the said Isaiah Pennington & wife.

Witness the following signatures and seals,

C. D. Russell (Seal)

S. C. Russell (Seal)

Virginia, Lee County to-wit;

I, L. T. Hyatt, a Commissioner in chancery for the Circuit Court for  
Lee County, Virginia, the same being a Court of record do hereby certify  
that C. D. Russell, and S. C. Russell whose names are signed to the fore-  
going writing bearing date the 8th day of December 1901, have acknowledg-  
ed the same before me in my County aforesaid. Given under my hand this  
the 9th day of December 1901.

L. T. Hyatt, Comm. in Chy.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for the County a-  
foresaid the 10th day of December 1901. This deed was presented, and



together with the certificate thereto annexed, admitted to record.

Teste; B. M. Morgan, Clerk.

A Copy Teste; B. M. Morgan-----Clerk.  
(D. B. 38 page 166 &c)



C. D. Russell wife  
Dor Deed  
Isaiah Pennington

---

Copy -

---

A. K. DeBusk  
vs. { du Chy.

J. Pennington et als

---

Clerk 75-cs



This deed made this the 23<sup>d</sup> day  
of November 1900 by Albert-  
Kirk and Lay E Kirk his wife  
of the first-part to W. S. Kirk  
of the second and all of Lee County  
Va Witnesses; that-for and in  
consideration of \$40. Forty  
dollars in hand paid, the said  
first-partys do by these presents  
grant unto the said second party  
with covenants of general war-  
anty a certain tract or parcel  
of land situated in the "Pocket"  
county and further described  
as follows, Beginning, at the  
forks of Elys Creek, near Mr. Kirk's  
dwelling house, thence up the east  
fork of said Creek N 66° E 7 pole  
to a white oak, N 67° E 24 pole to a  
sawwood at the forks of the branch  
thence up the ridge S 88° E 10 pole  
to a sawwood and maple N 73° E  
26 pole to a stake and Spanish oak  
on a spur N 86° E 12 pole to a  
white oak, N 33° E 14 pole to a white  
oak, N 39° E 8 pole to a Black gum  
N 32° E 8 1/4 pole to a chestnut oak, N  
54° E 17 1/4 pole to a Hickory & small  
Locust, N 81° E 6 pole to a white



Oak and double Dogwood & 89 $\frac{3}{4}$   
E 14 pole to a Black oak and Locust-  
on top of the Ridge, & 2 $\frac{1}{2}$  E 2 pole  
to a White oak, & 8 or 12 pole to a  
Black oak and Locust- & 38 $\frac{3}{4}$  E 13 pole  
to a Hickory, & 83 $\frac{1}{2}$  W 138 pole to the  
Beginning, containing Eighteen  
acres, surface measure, to have  
and to hold the same, forever.

Given under our hands and  
seals the day & year first- above  
written **Albert Kirk** (seal)

**Sarah E. Kirk** (seal)

State of Virginia

County of Lee to wit.

I, J. F. Skaggs a Justice of the  
Peace for the county- and state  
aforesaid do certify that- Albert  
Kirk and Mary E. Kirk his wife  
whose names are signed to the  
within writing bearing date  
on the 23d day of November  
1900, acknowledged the same before  
me in my county aforesaid

Given under my hand this  
the 23d day of Nov. 1900

**J. F. Skaggs J. P.**



Virginia, Lee County to-wit:

In the Office of the Clerk of the County Court for said County, the 18th day of November 1902. This deed was presented, and together with the certificate of acknowledgment thereto annexed, admitted to record.

Teste; *B. M. Morgan* Clerk.



Albert Kirk design  
to [and  
H. J. Kirk

Recorded in Deed  
Book No 39 page 372.

---

Examined Nov. 20, 1902

Indexed

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Tax .50  
Clerk 1.25  
\$ 1.75 Paid



my contribution as to the order  
of alienations of lands made by  
C. D. Russell as follows

(1)	G. H. Punnington	336
(2)	J. M. Carter	76
(3)	Albert Shick	176
(4)	Coffman & Stewart	144
(5)	Edw. F. Carter nov. 1901	92
(6)	A. H. Punnington same place and 170 acres Dec 1901	824

If you agree with me  
on this order of sales, I see  
no need of taking proof  
of the facts.

Yours truly  
E. W. Punnington

I agree that the above is the order  
of alienation by C. D. Russell of  
his lands except that the conveyance  
of the 170 acres was not an alienation  
but merely a partition

L. T. Hyatt

atty for A. H. Punnington



A. K. DeBusk

vs { In Chy

J. Pennington et al

Agreement of  
Attys.



A. A. DeBuck

vs

C. D. Russell et al

} In Chancery.

Exceptions to the answer of Isaac Pennington to the complainant's bill in this Cause.

First

The complainant excepts to that part of the defendant's Isaac Pennington's answer in this Cause, Beginning on page 1 with the words: "Respondent further says", etc, down to and including the words — "of the 170 acre tract," <sup>on page 2</sup> Because it is merely a personal matter between the defendant, I. Pennington and C. D. Russell, and in no way affects the plaintiff's rights in the premises. They being separately and jointly liable to the plaintiff for what he paid for them as their surety, and should not be compelled in equity to await until they litigate and settle their differences for the money he paid out for them. His



lien affecting <sup>and binds</sup> the whole of said land.

Secondly

The whole of that paragraph on page 2, beginning with the words, "Respondent says, However," etc and closing with the words — "recorded in the County Court Clerk's office of Lee County," is excepted to because immaterial, unless the said conveyance had been recorded before the attachment sued out by the plaintiff had been levied on the said 170 acre tract; and not then would said conveyance affect the lien of the plaintiff, as he is not only entitled to be subrogated to the to the lien of the commissioner as an officer of the Court; for the amount of the purchase money paid by said complainant; but he has the lien of said Commissioner by direct assignment.

Thirdly

All the residue of said answer following the aforesaid paragraph is excepted



to as immaterial, <sup>and</sup> unless it should  
allege that ~~the~~ neither the 170 acre  
tract, nor that part of the 824 acre  
tract remaining to the said C. D. Russell,  
or both together is sufficient to pay the  
plaintiff's demands, and the cost of  
this suit.

Respectfully submitted,

A. H. DeBusk,

By counsel, J. C. Noel.



A. H. DeBusk  
att. in Chancery  
C. D. Russell et al

Exceptions to Defend-  
ants answer.



A. K. DeBusk,.....Plaintiff.

vs.

( In Chancery ) Decree.

C.D.Russell, I.Pennington, A.N.Pennington, G.W.Pennington, R.L.Evans, L. M. Zion, E.S.Flanary, Albert Kirk, John M.Carter, E.F.Carter, Hamp Turner, Tennessee Cooper, John Coffman, "Buddie" Stewart and Zion Stapleton, .....Defendants.

### #####

On motion of the defendants, A.N.Pennington, by counsel, leave is granted him to file his separate answer to the plaintiff's bill, and the same is accordingly filed; and the plaintiff replied generally to the said answer.

And on motion of the defendants, John M.Carter, James T.Cooper( called Tennessee Cooper in said bill), Hampton Turner (called Hamp Turner in said bill), E.S.Flanary, Green S.Stapleton, and D.D.Howard leave is granted them to file their joint and separate answer to the said plaintiff's bill, prayed to be treated as a cross-bill, and which the court treats as a petition to be made parties to this suit by the said Green S.Stapleton and D.D.Howard, and the plaintiff replied generally to the said answer.

And on motion of C.D.Russell, by counsel, leave is granted him to file his answer to the cross-bill of Isaiah Pennington, filed in this cause at the last term of this court, and the same is accordingly filed and the said Isaiah Pennington replied generally to the said answer.

Thereupon, this cause came on this the 14th day of November, 1902, to be heard upon the ~~xxxxxx~~ papers formerly read in the cause, the said answer of said A.N.Pennington and replication thereto, the said answer of the said John M.Carter and others, and replication thereto, and the said answer of the said C.D.Russell to the cross-bill of Isaiah Pennington and replication thereto, and was argued by counsel.

On consideration of all which, and the defendants L.M.Zion, George W.Pennington, Albert Kirk, John Coffman, "Buddie" Stewart and Zion Stapleton each having failed to appear to plead, answer or demur to the plaintiff's bill after having been duly summoned as required by law, it is adjudged, ordered and decreed that the plaintiff's bill be taken for confessed as to each of them.



And it further appearing to the court from the answer of the said John M.Carter and others that Mary E.Carter, G.B.Miles, B..F Kirk, A.M.Carter now own a part of the eight hundred and twenty-four acre tract of land, and have never been made parties to this suit, It is further adjudged, ordered and decreed that the said plaintiff be required to amend his bill making said Mary E.Carter, G.B.Miles B.F.Kirk and A.M.Carter parties defendant thereto, if so advised, and the cause is remanded to rules to be matured as to said parties.



In the Clerk's Office of the Circuit Court of the County of  
Lee

A. K. Debusk  
against

Plaintiff

In Chancery

L. D. Russell et als

Defendant

This day Jan 6 Nail personally appeared  
before me A. B. Munsey Clerk of the said Court,  
and being duly sworn, made oath that A. Pennington

defendant in the said suit is not a resident of the State of Virginia,

Given under my hand as Clerk of the said Court, this 8th day of January 1902

A. B. Munsey Clerk



*A. K. Debusk*

vs. {

AFFIDAVIT FOR ORDER  
OF  
PUBLICATION.

*L. D. Russell et al*

*J. L. Nail* p. q.

Filed January 6/1902  
A. B. Minney Clerk



In the Clerk's Office of the Circuit Court of the County of  
Lee on the 8<sup>th</sup> day of January 1902

A. N. Debusk Plaintiff  
against

In Chancery

Lo. D. Russell et als Defendant

The object of this suit is to Attach the real estate of J. Pennington  
situated in Lee County Virginia, and subject the same  
to the payment of the plaintiffs debt of \$160.00 with inter-  
est thereon from the 6<sup>th</sup> day of January 1902, against the  
said J. Pennington and Lo. D. Russell, assigned to the said  
plaintiff by E. W. Pennington Comr. in the assignment  
herein after mentioned. And to subject the real estate  
of Lo. D. Russell and J. Pennington to the payment  
of the Judgment of \$963.66 with interest thereon from  
the 17<sup>th</sup> day of May 1897, till paid and \$11.14 Costs, subject  
to the following Credits to-wit: January 3<sup>rd</sup> 1899, \$60.30,  
January 28<sup>th</sup> 1899, \$110.05; June 10<sup>th</sup> 1899 \$175.52, June  
26<sup>th</sup> 1899, \$50.00, June 23<sup>rd</sup> 1899, \$55.01, July 27<sup>th</sup> 1899,  
\$50.00, September 30<sup>th</sup> 1899, \$110.83, May 17<sup>th</sup> 1900, \$106.50,  
June 27<sup>th</sup> 1900 \$100.50, obtained by E. W. Pennington  
Comr. at the November term 1900 of the Circuit  
Court of said County, on a bond in which the  
said J. Pennington and Lo. D. Russell were principal  
and A. N. Pennington, E. W. Pennington R. L. Evans  
and the plaintiff were sureties, and which said  
Judgment together with all with all his rights and liens  
thereunder were assigned to the plaintiff for the payment of the aforesaid  
\$160.00, the balance due on said Judgment and debt  
And an affidavit having been made and filed that the defendant J. Pennington

is not <sup>a</sup>resident of the State of Virginia, it is ordered that he do appear here within fifteen days  
after due publication hereof, and do what may be necessary to protect his interest in this suit. And  
it is further ordered that a copy hereof be published once a week for four weeks in the Pennington  
Gap News, and that a copy be posted at the front door of the court-house of this County  
on the first day of the next term of the County Court.

A copy—Teste:

J. L. Noel p. q.

A. B. Munsey Clerk.



(Post)

FORM NO. 301.

A. K. Debusk

vs. {

ORDER OF  
PUBLICATION.

W. D. Russell et als

Virginia Lee County Ex-ort;  
I A. B. Munsey Clerk of the  
Circuit Court for Lee Co Va  
do hereby Certify that I posted  
a copy of the within ~~and~~  
Pub at the front door  
of the Court house of  
Lee County on the 1st day  
of the Fichy term of the  
County Court of said  
County.

Given under my hand  
this the 17<sup>th</sup> day of Fichy  
1902.

A. B. Munsey Clerk



In the Clerk's Office of the Circuit Court of the County of  
Lee on the 8<sup>th</sup> day of January 1902

against

A. K. Debusk

Plaintiff

In Chancery

W. D. Russell et al

Defendant

The object of this suit is to attach the real estate of J. Pennington situated in Lee County Virginia, and subject the same to the payment of the plaintiffs debt of \$160.00 with interest thereon from the 6<sup>th</sup> day of January 1902, against the said J. Pennington and W. D. Russell, assigned to the plaintiff by E. W. Pennington Comr. in the assignment hereinafter mentioned, and to subject the real estate of W. D. Russell and J. Pennington to the payment of the judgment of \$963.66 with interest thereon from the 17<sup>th</sup> day of May 1897, till paid and \$11.14 Costs.

Subject to the following Credits to-wit: January 3<sup>rd</sup> 1899 \$60.30, January 28<sup>th</sup> 1899. 110.05, June 10<sup>th</sup> 1899. \$175.52, June 26<sup>th</sup> 1899 \$50.00, June 23<sup>rd</sup> 1899. \$55.01, July 27<sup>th</sup> 1899 \$50.00, September 30<sup>th</sup> 1899 \$110.83, May 17<sup>th</sup> 1900 \$106.50, June 27<sup>th</sup> 1900. \$100.50, which judgment was obtained by E. W. Pennington Comr. at the November term 1900. of the Circuit Court of Said County of Lee, on a bond in which the said J. Pennington and W. D. Russell were principals and A. N. Pennington, E. W. Pennington R. L. Evans and the plaintiff were sureties, and which said judgment together with all his rights and liens thereunder the said E. W. Pennington Comr. assigned to the plaintiff for the payment of the aforesaid \$160.00, the balance due on said judgment and debt.

And an affidavit having been made and filed that the defendant J. Pennington

is not <sup>a</sup> resident of the State of Virginia, it is ordered that he do appear here within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Pennington Gap News, and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

J. L. Noel

p. q.

A. B. Mursey

Clerk.



A. H. Debusk

vs.

}

ORDER OF  
PUBLICATION.

W. D. Russell et al



NOTICE.

At a Circuit court for the County of Lee, continued and held on the ..... day of November, 1902, at the court-house of the said county:

A.K. DeBusk, ..... Plaintiff,  
vs.

I. Pennington et al., ..... Defendants.

EXTRACT FROM DECREE.

\*\*\*\*\* "On consideration of all which, and for reasons appearing to the court, it is adjudged, ordered and decreed that an account be taken in this cause by A.M. Goins, who is hereby appointed a special commissioner for the purpose, after advertising the time and place of his sitting, by posting written or printed notices at the front door of the court-house, and at the post-office in Pennington Gap, for 20 days, and after having notice of the time and place of his sitting served upon the parties or their attorneys for 10 days.

Said commissioner will ascertain and report to the court, together with the evidence upon which he bases his conclusions, if desired by the parties to this suit, or any one of them in interest, the following:

1st, The judgment and specific liens against the lands of C.D. Russell, their amounts, time, date and manner of docketing, and to whom due;

2nd, What lands, if any, the said C.D. Russell now owns, what lands he owned, upon which said liens so found, attached, and if any, and aliened by the said Russell, when and to whom, and the order of such alienation;

3rd, What sum, if any, is due, owing and unpaid on any lands aliened by the said Russell, and from whom due, amounts thereof and when payable;

4th, What sum, if any, was I. Pennington to pay on the original purchase price of said lands, or any subsequent agreement between him and C.D. Russell, and whether such sum is alien upon any lands; and

5th, He will report any other matter deemed pertinent by himself or required by any party in interest." \*\*\*\*\*

A Copy,--Tests:

*A. V. Mursey*, Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that, on the 15th day of December, 1902, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This November 22nd, 1902.

*A. M. Goins*,  
.....  
Special Commissioner.

\*\*\*\*\*



A. H. DeBusk

vs. } Comr's Notice for Acct.

I Pennington et al

Dec 15, 1902.

Legal service of the  
within notice is hereby  
accepted, this 25 day of Nov.  
1902.

J. L. Noel, atty for  
A. H. DeBusk.

Legal service is accepted  
for Isaiah Pennington  
and A. H. Pennington  
Nov 28th 1902

L. S. Hyatt, atty  
Pennington Bros  
allot



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon C. D. Russell, Isaiah Pennington,  
A. N. Pennington, L. M. Zion, Les. M. Pennington, E. S. Flanary,  
Albert Kirk, John M. Carter, E. F. Carter, Hamp Turner, Tennessee  
Cooper, John Hoffman, Buddie Stewart, and Zion Stapleton  
to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be  
held for the said court, on the 3<sup>rd</sup> Monday in October, 1902, to answer a  
~~and amended bill~~  
bill in chancery exhibited against them in our said court by  
A. K. Debusk

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,  
at the court-house, the 30<sup>th</sup> day of September, 1902, and in the 127<sup>th</sup>  
year of the Commonwealth.

A. B. Munsey, Clerk.



Serve Copies on  
C. D. Russell  
Isaiah Pennington  
A. N. Pennington  
L. M. Zion  
G. W. Pennington  
E. S. Flanagan  
Albert Kirk  
John M. Carter +  
E. F. Carter. +  
Hamp Turner +  
Tennessee Cooper +  
John Coffman +  
Buddie Stewart +  
Zeon Stapleton +

A. K. Dehusk

vs. { SUBPOENA  
IN CHANCERY.

to D. Russell et al.

J. L. Noel p. q.

To 2<sup>nd</sup> October Rules.

1982. Circuit Court.

Further Executed Oct 20 - 1902  
by delivery of true copy of  
the within Command to  
E. S. Jelvey.

D. B. Kingston A. S.  
for Dr J. M. Nichols  
S. L. C.

Entered Oct 11<sup>th</sup> 1902 by returning a true  
 copy of the within document to A. M. Pennington, I. M.  
 Lion & M. Pennington. John M. Denton. E. J. Baxter Hawk  
 Stevens. Sumner Cooper John. Coleman. Buddie  
 Stevens and Lion. Stapleton, further Entered by  
 returning a true copy of the within document to  
 George Russell the wife of G. D. Russell the  
 said G. D. Russell not being at home and  
 George Russell being a member of his family  
 over the age of 14 years old. As to Jacob Pennington  
 Albert Kirk and E. J. Flannery not being E. J. Flannery  
 for W. J. Williams Jr.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon C. D. Russell, Isaiah Pennington  
A. N. Pennington, L. M. Zion, Geo. M. Pennington, E. S. Flanary,  
Albert Kirk, John M. Leaster, E. F. Carter, Hamp Turner, Tennessee  
Cooper, John Hoffman, Buddie Stewart and Zion Stapleton  
to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be  
held for the said court, on the 3<sup>d</sup> Monday in October, 1902, to answer a  
bill ~~in~~ <sup>and amended bill</sup> in chancery exhibited against them in our said court by  
A. K. Debusk

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,  
at the court-house, the 30<sup>th</sup> day of September, 1902, and in the 127<sup>th</sup>  
year of the Commonwealth.

A. B. Munsey, Clerk.



---

vs.

}

SUBPOENA  
IN CHANCERY.

p. q.

To Rules.

Court.

---



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon C. D. Russell, Isaiah Pennington,  
A. N. Pennington, L. M. Zion, Geo. W. Pennington, E. S. Flanary,  
Albert Kirk, John M. Coaster, E. F. Coaster, Hamp Turner, Tennessee  
Cooper, John Coffman, Buddie Stewart & D. Zion Stapleton  
to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be  
held for the said court, on the 3<sup>rd</sup> Monday in October, 1902, to answer a  
~~and amended bill~~  
bill in chancery exhibited against Them in our said court by  
A. K. Debusk

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,  
at the court-house, the 30<sup>th</sup> day of September, 1902, and in the 127<sup>th</sup>  
year of the Commonwealth.

A. B. Munsey, Clerk.



---

vs.

}

SUBPOENA  
IN CHANCERY.

---

*p. q.*

---

*To Rules.*

---

*Court.*

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The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

WE COMMAND YOU, That you summon W. D. Russell, J. Pennington,

A. N. Pennington, G. M. Pennington and R. L. Evans

to appear at the Clerk's Office of the Circuit Court of the County of  
Lee at the rules to be held for the said court on the 1st Monday in

February 1902, to answer a bill in chancery exhibited against them  
in our said court by A. K. Debush

And have then there this writ. Witness A. B. Munsey, Clerk  
of our said court, at the courthouse, the 8th day of January 1902, and  
in the 126th year of the Commonwealth.

A Copy

A. B. Munsey Clerk

Teste: A. B. Munsey Clerk



vs.

}

SUBPOENA  
IN CHANCERY.

p. q.

To

Rules.

Court.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

WE COMMAND YOU, That you summon C. D. Russell, J. Pennington  
A. N. Pennington, G. W. Pennington and R. L. Evans

to appear at the Clerk's Office of the Circuit Court of the County of  
Lee at the rules to be held for the said court on the 1st Monday in  
February 1902, to answer a bill in chancery exhibited against them  
in our said court by A. K. Debusk

And have then there this writ. Witness A. B. Munsey, Clerk  
of our said court, at the courthouse, the 8th day of January 1902, and  
in the 126th year of the Commonwealth.

A. B. Munsey Clerk



200  
200  
200  
50

\$6.50

A. K. Debusk

vs. }

SUBPENA  
IN CHANCERY.

C. D. Russell et al

J. C. Noel p. q.

To 1st February Rules.

1902. Circuit Court.

Executed Jan 23<sup>rd</sup> 1902  
by Delivering a true Copy of  
the within Summons to  
R. L. Evans A. K. Pennington  
Geo. W. Pennington and  
C. D. Russell.

As to J. Pennington.  
Not Executed

E. S. Evans  
Deputy for  
W. J. Mulharn  
S. L. Co



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon C. D. Russell, J. Pennington  
A. N. Pennington, G. M. Pennington & R. L. Evans

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the  
said court, on the 3rd Monday in February 1902, to answer a bill in  
chancery exhibited against them in our said court by A. N. Debusk

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,  
the 3rd day of February 1902, and in the 12<sup>6th</sup> year of the Common-  
wealth. A copy, Teste: A. B. Munsey Clerk.

Clerk.



Commonwealth of Virginia

To the Sheriff of the County of Lee; Greeting  
The plaintiff in this Cause having made affidavit as required by law  
We command you in the name of the said Commonwealth to attach  
the real estate of the defendant I Pennington in Lee County Virginia or  
enough thereof to satisfy the plaintiffs claim in this Cause to-wit; \$160.00  
with interest ~~thereon~~ thereon from January 6th 1902. and the costs of  
this suit; and that you make return of how you executed this  
attachment, at the Clerk's office of the Circuit Court of the County of Lee  
at the rules to be held for said Court on the 3rd Monday in February  
1902. Witness A. B. Munsey Clerk of our said Court at the Court house  
thereof on the 3rd day of February 1902. And in the 126<sup>th</sup> year of the  
Commonwealth.

A. B. Munsey Clerk

VS.

SUBPOENA  
IN CHANCERY.

To

Rules.

P. q.

Court.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *W.D. Russell & J. Pennington,*  
*A. N. Pennington & G. W. Pennington & R. L. Evans*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the  
said court, on the *3rd* Monday in *February* 1902, to answer a bill in

chancery exhibited against *them* in our said court by *A. H. Debusk*

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,

the *3rd* day of *February* 1902, and in the 12<sup>6th</sup> year of the Common-

wealth.

A copy, Teste:

*A. B. Munsey* Clerk.

Clerk.



Commonwealth of Virginia

To the Sheriff of the County Lee; Greeting.

The plaintiff in this Cause having made affidavit as required by law  
He commands you in the name of the said Commonwealth to attach the  
real estate of the defendant J Pennington in Lee County Virginia, or  
enough thereof to satisfy the plaintiff's claim in this Cause to-wit;  
\$160.00 with interest thereon from January 6th 1902. and the Costs  
of this suit; and that you make return of how you have executed  
this attachment, at the Clerk's office of the Circuit Court of the County  
of Lee, at the rules to be held for said Court on the 3rd Monday in  
Feb'y 1902. Witness A. B. Munsey Clerk of our said Court at the Court  
house thereof, on the 3rd day of Feb'y 1902, and in the 126th year  
of the Commonwealth.

A. B. Munsey Clerk

200  
Feb 6 1902 2:50

A. N. Deland

VS.   
SUBPENA  
IN CHANCERY.

C. D. Russell et al

J. C. Noel p. q.

To 2nd February Rules.

1902. Circuit Court.

To certify this 6 day of Feb. 1902 by  
delivering a true copy of the writ-  
tice and attachment to each of the  
within named defendants, except  
J Pennington, not executed as to J  
Pennington, he is not being found.  
Also further executed by delivering  
a copy to A. N. Pennington who is the  
kind of the day have in bond was  
in possession of the real estate  
mentioned in said writ.

J. P. Kelly D. S.  
for W. J. Williams D. S. C.

Levied on the following real estate of the defend-  
ant J. Pennington to-wit: a tract of land in the Puchel-  
country in Lee County on the waters of Straight-Creek and  
known as the Mallett 170 acre tract and bounded as follows:

Beginning at a white oak, a corner to the old Thomas Pen-  
nington tract of land bought of Benjamin Dickenson, on an east-  
hillside on Puchito Creek, and running thence southwardly fifty poles  
to pointers on a steep hill-side, thence with a line of the said Thomas  
Pennington land South easterly to a stake in a hollow at the edge  
end of the "Mule" lot, thence down said hollow to a bush on the edge of  
Straight-Creek wagon road, thence with the Mallett line to a Peach on the  
bank of Straight-Creek, thence continuing with the Mallett line down  
said Creek to a black walnut, and thence continuing with said creek and line  
to a black oak on the north side of Straight-Creek and down and with said line  
Creek to a stake opposite a black walnut, thence easterly to the top of the mountain  
thence continuing with the several courses of the Mallett land to the beginning.

S. J. L.

This 6 day of Feb. 1902.



**CERTIFICATE.**

I hereby certify that the within  
Legal notice was published four  
consecutive weeks in the PENNING-  
TON GAP NEWS, a weekly News  
paper published in this State, be-  
ginniug *Jan. 17th* and ending  
October the *1901.*

*February the 7th 1902*  
*W. H. Hopkins, Editor*

In the Clerk's Office of the Circuit Court  
of the County of Lee, on the Sunday of  
January, 1902.

A. K. Debusk, Plaintiff,

against

In Chancery

C. D. Russell et als Defendants.

The object of this suit is to attach the  
real estate of I. Pennington situated in Lee  
County Virginia, and subject the same to  
the payment of the plaintiff's debt of \$160.  
00 with interest thereon from the 6th day  
of January 1902 against the said I. Pen-  
nington and C. D. Russell assigned to the  
said plaintiff by E. W. Pennington Comr.  
in the assignment heretofore, and to sub-  
ject the real estate of C. D. Russell and  
I. Pennington to the payment of the judg-  
ment of \$963.66 with interest thereon from  
the 17th day of May 1897, till paid and \$11.  
14 subject to the following Credits to-wit:  
January 31 1899 \$61.90 January 28th 1899.  
\$11.15, June 10th 1899. \$175.52 June 26th  
1899 \$5. June 23 1899 \$55 of July 27th 1899  
\$50 September 30th 1899 \$110.83 May 17th  
1900 \$165 June 27th 1900 \$100.50 which  
judgment was obtained by E. W. Pen-  
nington Commissioner, at the November  
term 1900, of the Circuit Court of County  
of Lee. On a bond in which the said I.  
Pennington and C. D. Russell were  
principal, A. N. Pennington, G. W.  
Pennington, R. L. Evans and the plaintiff  
were sureties, and which said Judg-  
ment together with all his rights and  
liens thereunder were assigned to the  
plaintiff by the said E. W. Pennington  
Comr. for the payment of the aforesaid  
debt of \$160.00 the balance due on said  
Judgment and debt.

And an affidavit having been made and  
filed that the defendant I. Pennington is  
not a resident of the State of Virginia,  
it is ordered that he do appear here with-  
in fifteen days after due publication here-  
of, and do what may be necessary to pro-  
tect his interest in this suit. And it is  
further ordered that a copy hereof be pub-  
lished once a week for four weeks in the  
Pennington Gap News, and that a copy  
be posted at the front door of the court-  
house of this County on the first day of  
the next term of the County Court.

A Copy—Teste:

J. C. Noel p. q. A. B. Munsey., Clk.



A. K. Gebusk  
} Order Publication  
to D. Russell et al

I hereby certify that the within  
legal notice was published four  
consecutive weeks in the Evening  
Star, a weekly newspaper  
published in this State, be-  
ginning  
October 1st  
1861